

AOL Time Warner

Dennis P. Duffy  
Vice President and  
Associate General Counsel

December 20, 2002



**BY HAND**

Seth Ausubel  
Remedial Project Manager  
United States Environmental Protection Agency  
Region II  
Emergency and Remedial Response Division  
290 Broadway, 19th Floor  
New York, NY 10007-1866

Re: Request for Information Pursuant to the Comprehensive Environmental Response,  
Compensation, and Liability Act, 42U.S.C. Section 961 et seq., re: the Berry's Creek  
Study Area, Bergen County, New Jersey

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Dear Mr. Ausubel:

Enclosed herewith is the response of Time Inc. to the Request for Information dated  
October 17, 2002. If you have any questions, or if any additional information is required, please  
contact me at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis P. Duffy".  
Dennis P. Duffy

Enclosure

cc: Clay Monroe (w/encl.)  
Assistant Regional Counsel  
Office of Regional Counsel  
290 Broadway, 17th Floor  
New York, NY 10007-1866



**Response of Time Inc. to Request For Information**  
**Pursuant to the Comprehensive Environmental Response, Compensation and Liability Act**  
**For the Berry's Creek Study Area, Bergen County, New Jersey**

1.
  - a. Time Inc.  
Time & Life Building  
75 Rockefeller Center  
New York, New York 10020-1393
  - b. Time Inc. is a corporation duly formed and organized under the laws of the State of Delaware.
  - c. Ann S. Moore  
Chairman and Chief Executive Officer  
Time Inc.  
75 Rockefeller Plaza  
New York, New York 10020-1393
  - d. Time Inc. is a wholly owned subsidiary of AOL Time Warner Inc.  
  
Stephen M. Case  
Chairman of the Board  
AOL Time Warner Inc.  
75 Rockefeller Plaza  
New York, New York 10020-1393  
  
Richard D. Parsons  
Chief Executive Officer  
AOL Time Warner Inc.  
75 Rockefeller Plaza  
New York, New York 10020-1393
  - e. Time Inc. was incorporated in the State of Delaware. Time Inc.'s agent for service of process in the State of Delaware is CT Corporation System. Time Inc.'s agent for service of process in the State of New Jersey is CT Corporation System.  
  
AOL Time Warner Inc. was formed in connection with the merger of America Online, Inc. and Time Warner Inc. which was consummated on January 11, 2001. AOL Time Warner Inc. was incorporated in the State of Delaware. AOL Time Warner Inc.'s agent for service of process in the State of Delaware is CT Corporation System AOL Time Warner Inc.'s agent for service of process in the State of New Jersey is CT Corporation System.

f. Not applicable.

2. The Site, as defined in the Request for Information, is located at 1200 Wall Street West, Lyndhurst, New Jersey; Tax Lot 3.01; Tax Block 229. The Site consists of an irregular shaped parcel of land encompassing 7.94 acres. A six-story building is located approximately in the center of the parcel. The remainder of the Site is covered by bituminous pavement. The Site is bounded to the north and east by Wall Street West and Clay Avenue, respectively. The Kingsland Creek Marshland delineates both south and west property lines.

The legal description of the Site is as follows: beginning at a point in the southwesterly line of Wall Street West distant southeasterly along the same 598' from the southeasterly line of Polito Avenue and running thence:

- (1) along the southeasterly line of Wall Street West S52° -32' -40"E, 290.65'; thence
  - (2) along a 100' radius curve to the right, 45.43'; thence
  - (3) along the westerly line of Clay Avenue S26° -31'E. 481.01'; thence
  - (4) still along the same on a 375' radius curve to the right, 164.40'; thence
  - (5) still along the same S1° -23' -55"E, 306.04'; thence
  - (6) N65° -31' -25"W, 417.37' along the adjacent property line; thence
  - (7) still along the same N24° -28' -35"E, 287.31'; thence
  - (8) still along the same N53° -32' -40"W, 615.01'; thence
  - (9) still along the same N37° -27' -20"E, 385.77' to the beginning.
- Subject to a 15' wide drainage easement along courses 6, 7 and 8.

3. Time Inc. is engaged in the business of publishing magazines and books.
4. Time Inc. leased the fourth floor of the building located on the Site. The term of the lease ran from November 1, 1980 through March 31, 1991. On or about October 1, 1987, Time Inc. sublet this space to New Jersey Transit.

Owner as listed in 1980 Lease:

1200 Associates  
1200 Wall Street West  
Lyndhurst, NJ 07041

Owner as listed in 1987 Sublease Agreement:

C.W. Properties, Inc.  
c/o Bellemead  
4 Becker Farm Road  
Roseland, NJ 07068

A copy of the lease is attached as Appendix A and a copy of the sublease agreement is attached as Appendix B.

5. At the time Time Inc. began operations at the Site, the Site consisted of a six-story building and a parking lot for use by occupants of the building.
6.
  - a. Time Inc. conducted computer operations at the Site. Administrative support staff processed financial systems information for the corporate and magazine divisions of Time Inc. Additionally, Time Inc. provided printing services for Marketing & Systems Development, a private company.
  - b. Time Inc. did not manufacture, supply or sell products at the Site.
  - c. Time Inc. did not conduct any research and development activities at the Site.
  - d. Time Inc. conducted computer operations at the Site from the time it took possession of the fourth floor of the building in 1981 to the time it vacated the premises in 1988.
7. Time Inc. ceased operations at the Site in 1988 when it sublet the space occupied on the fourth floor of the building to New Jersey Transit.
8. Time Inc. did not generate hazardous wastes at the Site.
9. Time Inc. is aware of the following environmental permit granted to Time Inc. relating to the Site:

Permit to Remove Underground Storage Tanks, Permit No. 140-87, Dept. of Public Safety, Bureau of Fire Safety, Lyndhurst, N.J. (Dec. 15, 1987)

A copy of the aforementioned permit is attached as Appendix C.
10. Time Inc. did not use, store, or handle hazardous substances at the Site.
11. Not applicable, see answer to Question 10.
12. Time Inc. did not generate, handle, treat or store hazardous wastes, industrial wastes, or hazardous substances at the Site.
13. Not applicable, see answer to Question 12.
14. On September 11, 1987, water was discovered in one of the two underground diesel fuel tanks maintained by Time Inc. for use with a backup generator system. Pressure tank testing (Petro-Tite) conducted on September 29, 1987 revealed that both underground tanks had leaks. Time Inc. retained Green Environmental, Inc. to conduct a two-part assessment to determine if there had been a release of oil or hazardous materials, as defined by the New Jersey Spill Compensation and Control Act, Chapter 31 of the New Jersey General Laws, and if so, to determine potential impact to public health and the

environment. Specific concern was focused on the nearby Kingsland Creek Marshland system to the south.

Because of the suspected leaks, subsurface exploration was deemed necessary to properly evaluate the environmental quality of the Site. Four test borings (B-1 through B-4) were subsequently drilled at the Site, observation wells (OW-1 through OW-4) were installed in all test borings, and soil and groundwater samples were collected. Soil samples obtained from B-1, B-2 and B-3 were analyzed for oil and grease. B-1 had a concentration of 1,100 mg/kg (parts per million) oil and grease, B-2 contained 1,800 mg/kg and, B-3 contained 1,900 mg/kg. Results were based on dry unit weight of each sample. Water samples were analyzed for oil and grease as well as volatile organic compounds. Except for slightly elevated levels of methylene chloride (6.0 ug/l) in B-1/OW-1, all water samples were below minimum detectable levels for compounds tested. Green Environmental concluded that the detected levels of oil, grease, and methylene chloride were low and corresponded to background levels in a commercial area such as this Site.

On December 13, 1987, the tanks and miscellaneous piping hardware were removed in a safe and environmentally sound manner. One 4,000 gallon underground tank was installed as a replacement in February, 1988.

On February 1, 1988 Green Environmental issued a report detailing the investigation of the underground storage tanks at the Site. A copy of this report is attached hereto as Appendix D.

15. Time Inc. is not aware of any releases of hazardous substances, pollutants or contaminants at the Site by Time Inc. The only known or suspected release of non-hazardous materials by Time Inc. is described in response to Question 14 above.
16. Time Inc. is not aware of any releases by Time Inc. of any of the chemicals listed on the form on page 5 of the Request for Information from the Site to the Berry's Creek Study Area. As indicated in the completed form, attached as Appendix E, Time Inc. does not have available information to state whether there have been any releases by others of any of the chemicals listed on the form.
17. Not applicable.
18. Not applicable.
19. Time Inc. is not aware of any additional information or documents pertaining to the identity of other companies or sources that may have sent industrial wastes to the Site.
20. Dennis P. Duffy  
Vice President and Associate General Counsel  
AOL Time Warner Inc.  
75 Rockefeller Plaza

New York, NY 10019  
(212) 484-8668  
Provided pertinent documents and background information.

Frederick C. Horwood  
Associate Counsel  
Time Inc.  
Time & Life Building  
Rockefeller Center  
New York, NY 10020  
(212) 522-5808  
Provided pertinent documents and background information.

Alfred Mango (retired October 26, 1995)  
Former Director of Information Systems and Supervisor of Operations  
4486 Novato Court  
Naples, FL 34109  
(239) 598-9902  
Provided information regarding Time Inc.'s operations at the Site.

Frank Smedley (retired September 30, 1988)  
Former Director of Operations  
4 Neville Ct.  
Manchester, NJ 08759-6099  
(732) 323-8933  
Provided information regarding Time Inc.'s operations at the Site.

21. See documents attached as Appendices A-D, referenced in response to Questions 4, 9, and 14, above.

# CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

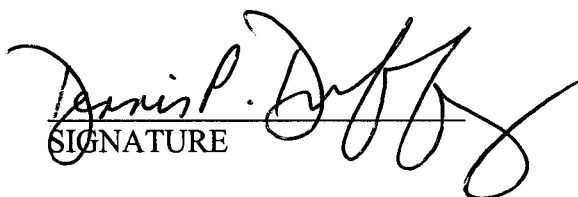
State of New York

County of New York:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

Dennis P. Duffy  
NAME (print or type)

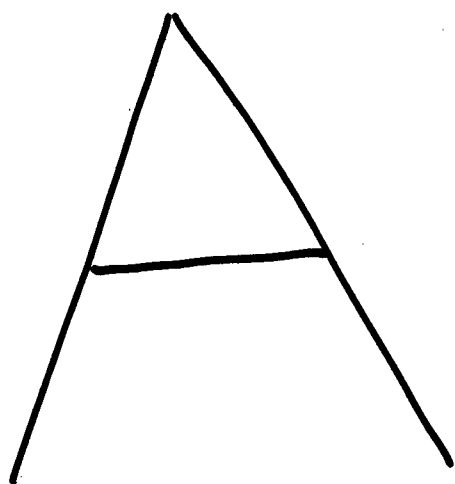
Vice President and Associate General Counsel  
TITLE (print or type)

  
SIGNATURE

Sworn to before me this 19  
day of December 2002

  
Notary Public

ELAINE E. THOMPSON  
Notary Public, State of New York  
No. 01TH5046256  
Qualified in Kings County  
Commission Expires July 10, 2003





*File  
Contract  
Bellemead  
Dorset*

*people - 12,010 sq ft (moving) - 37  
long - 19,055 sq ft  
31,065  
47th fl  
O-673*

STANDARD FORM OF OFFICE LEASE

AGREEMENT OF LEASE, made as of this 20<sup>th</sup> day of October, 1980 between 1200 Associates, a New Jersey limited partnership, 1200 Corp., general partner, c/o Bellemead Management Co., Inc., 1200 Wall Street West, Lyndhurst, New Jersey 07071, party of the first part, hereinafter referred to as LANDLORD, and TIME INCORPORATED, a New York corporation, having offices at Rockefeller Center, Time & Life Building, New York, New York 10020, party of the second party, hereinafter referred to as TENANT,

WITNESSETH: LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD the entire fourth (4th) floor, of a certain office building known as 1200 Wall Street West, located in the Borough of Lyndhurst, County of Bergen, State of New Jersey (the "Demised Premises" or "Premises"), more particularly shown upon the Rental Plan annexed hereto and made a part hereof as Exhibit "A", for the term of 10 years 5 months (or unless each term shall sooner cease and expire as hereinafter provided), to commence ("Commencement Date") on the last day of November, 1980, and to terminate ("Termination Date") on the 31st day of March, 1991 as set forth in Paragraph "37" of the RIDER TO LEASE attached hereto and made a part hereof at the annual rental rate ("Minimum Rent") of THREE HUNDRED SIXTY THOUSAND NINE HUNDRED THIRTY-SEVEN and 50/100 DOLLARS (\$360,937.50)\* for the period beginning on the Commencement Date through and including the last day of the fifth Operating Lease Year and FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED TWELVE and 50/100 DOLLARS (\$454,312.50)\* for the period beginning on the first day of the sixth Operating Lease Year through and including the last day of the term of this Lease in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments of THIRTY THOUSAND SEVENTY-EIGHT and 13/100 DOLLARS (\$30,078.13)\* during the period beginning on the Commencement Date through and including the fifth Operating Lease Year and THIRTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-NINE and 38/100 DOLLARS (\$37,859.38)\* during the period beginning on the first day of the sixth Operating Lease Year through and including the last day of this Lease, in advance, on the first day of each month during said term, at the office of LANDLORD or such other place as LANDLORD may designate, without any setoff or deduction whatsoever, except that TENANT shall pay the first monthly installment upon the execution hereof (unless this Lease be a renewal).

\*(including the fee for After-Hours Heat set forth in Paragraph 39)

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- Rent 1. Tenant shall pay the rent as above and as hereinafter provided.  
Occupancy 2. Tenant shall use and occupy demised premises for executive and administrative offices 1

and for no other purpose.

**Alterations** 3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord,\* and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Landlord. All fixtures and all panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than 30 days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Landlord may require. Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, materialmen and laborers to become involved in such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law. 3

**Repairs** 4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and at Tenant's sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. Notwithstanding the foregoing, all damage or injury to the demised premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees or licensees, shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord reasonably exercised. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten days notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by the Landlord at the expense of Tenant and the expenses thereof incurred by Landlord shall be collectible as additional rent after rendition of a bill or statement therefor. Tenant shall give Landlord prompt notice of any defective condition in any plumbing, heating system or electrical lines located in, servicing or passing through the demised premises and following such notice, Landlord shall remedy the condition with due diligence but at the expense of Tenant if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in or to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

**Window Cleaning:** 5. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of ~~any applicable law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.~~

\*which consent shall not be unreasonably withheld

times, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein. Landlord may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Landlord shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Landlord or Landlord's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Landlord shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

**Vault Space.** closed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan or anything contained elsewhere in this lease to the contrary notwithstanding. Landlord makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

**Certificate of Occupancy:** 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part.

**Bankruptcy:** 16. (a) If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within 60 days thereof, Tenant fails to secure a dismissal thereof, or if Tenant make an assignment for the benefit of creditors or petition for or enter into an arrangement, this lease, at the option of Landlord, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated by written notice to the Tenant (but if any of such events occur prior to the commencement date, this lease shall be ipso facto cancelled and terminated) and whether such cancellation and termination occur prior to or during the term, neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of any order of any court, shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages, any rent, security deposit or moneys received by him from Tenant or others in behalf of Tenant. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Landlord shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Landlord for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such dam-

ages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

**Default** 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if the demised premises are damaged by reason of negligence or carelessness of Tenant, its agents, employees or invitees; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if Tenant shall make default with respect to any other lease between Landlord and Tenant; or if Tenant shall fail to move into or take possession of the premises within ~~30~~ <sup>60</sup> days after the commencement of the term of this lease, of which fact Landlord shall be the sole judge; then, in any one or more of such events, upon Landlord serving a written ~~notice~~ <sup>notice</sup> upon Tenant, specifying the nature of said default and upon the expiration of said ~~notice~~ <sup>notice</sup> days, if Tenant shall have failed to comply with or remedy such default, or if the said default be completely cured or remedied within said ~~notice~~ <sup>notice</sup> day period, and if Tenant shall not have diligently commenced curing such default within such ~~notice~~ <sup>notice</sup> day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Landlord may serve a written ~~notice~~ <sup>notice</sup> upon Tenant, specifying the nature of said default, and upon the expiration of said ~~notice~~ <sup>notice</sup> days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such ~~notice~~ <sup>notice</sup> day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

**Remedies of Landlord** 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, to the extent of such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the demised premises in good order or for preparing the same for re-rental; (b) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure or refusal of Landlord to re-let the premises or any part or parts thereof shall not constitute a breach of this lease or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, in putting the demised premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Landlord, in his sole discretion, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Landlord hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

**Fees and Expenses** 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately or at any time thereafter and without notice perform the same for the account of Tenant,

which the demised premises form a part, so that in the event of any sale or lease of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 23 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract.

**Adjacent Excavation—** 31. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

**Rules and Regulations** 32. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the

Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

**Security** 33. Tenant has deposited with Landlord the sum of \$ None as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Landlord. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

**Successors and Assigns** 34. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

Space to be filled in or deleted.

35. This lease consists of (a) Articles 1-35 hereof; (b) "Rider to Lease" Articles 36-63; (c) Exhibits A (Rental Plan); B (~~Work Letter~~); C (Legal Description - Site Plan); Exhibit D (Cleaning Service Rider); Exhibit E (Legal Holidays), all attached hereto and made a part hereof. \*Exhibit F (Computer Operation), Exhibit G (Ancillary Installation)\*

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written. \*\*Exhibit H (Equipment Specifications)

Witness for Landlord:

*Harold M. Deffina*

1200 ASSOCIATES

1200 Corp., general partner

By: *Samuel Retman* [L.S.]

Witness for Tenant:

*John T. Hine*

TIME INCORPORATED

By: *John T. Hine* [L.S.]

#### ACKNOWLEDGMENTS

CORPORATE LANDLORD  
STATE OF NEW YORK  
County of

On this day of 19 before me personally came to me known, who being by me duly sworn, did depose and say that he resided in that he is the of

the corporation described in and which executed the foregoing instrument, as LANDLORD; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD  
STATE OF NEW YORK  
County of

On this day of 19 before me personally came to me known and known to me to be the individual described in and who, as LANDLORD, executed the foregoing instrument and acknowledged to me that he executed the same.

CORPORATE TENANT  
STATE OF NEW YORK  
County of

On this 17 day of OCTOBER, 1950, before me personally came PETER S. HOPKINS to me known, who being by me duly sworn, did depose and say that he resided in 30 WEST 63 STREET, NYC, that he is the VICE PRESIDENT of TIME INC.

the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL TENANT  
STATE OF NEW YORK  
County of

On this day of 19 before me personally came to me known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public, State of New York  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1981

ADDENDA TO "PRINTED PORTION"  
(STANDARD FORM OF OFFICE  
LEASE) OF LEASE

Dated: October 10<sup>th</sup>, 1980

LANDLORD: 1200 ASSOCIATES  
TENANT: TIME INCORPORATED  
PREMISES: 1200 Wall Street West, Lyndhurst, New Jersey  
The entire fourth (4th) floor

The Paragraphs of the Printed Portion of the Lease listed below are amended as follows where indicated by the corresponding footnotes set forth in the body of the Printed Portion:

PARAGRAPH 2, PAGE ONE OF "PRINTED PORTION"

1. including but not limited to a computer operation in support of Tenant's business detailed in Exhibit F of this Lease

PARAGRAPH 3, PAGE ONE OF "PRINTED PORTION"

2. sixty (60)
3. Landlord shall not unreasonably withhold its consent to the installation of a computer operation by Tenant to service the use set forth in Paragraph 2 of this Lease.

PARAGRAPH 7, PAGE TWO OF "PRINTED PORTION"

4. Neither the existing ground or underlying leases nor any existing mortgages, if any, contain any prohibition upon the use of the Premises as described in Paragraph 2 of this Lease.

PARAGRAPH 17, PAGE THREE OF "PRINTED PORTION"

5. thirty (30)
6. ten (10)
7. five (5)

PARAGRAPH 18, PAGE THREE OF "PRINTED PORTION"

8. reasonable

PARAGRAPH 19, PAGE THREE AND FOUR OF "PRINTED PORTION"

9. reasonable

10. In the event that either party should bring an action or proceeding against the other in connection with this Lease, and the Court determines that such action is without basis in law or in fact, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees in the amount fixed by the Court as part of the judgment rendered.

IN WITNESS WHEREOF, Landlord has signed and sealed this Lease and this Addenda to the "Printed Portion" of the Lease, and Tenant, by its proper corporate officers has signed this Lease and this Addenda to the "Printed Portion" of the Lease and has affixed Tenant's corporate seal as of the       day of October, 1980.

WITNESS:

*Haren M. Daffino*

LANDLORD: 1200 ASSOCIATES  
1200 Corp., general  
partner

By *Samuel Kohn*

WITNESS:

*John V. [unclear]*

TENANT: TIME INCORPORATED

By *V. S. [unclear]*

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RIDER TO LEASE

Dated: October 30, 1980

LANDLORD: 1200 ASSOCIATES

TENANT: TIME INCORPORATED

PREMISES: 1200 WALL STREET WEST  
LYNDHURST, NEW JERSEY  
(the entire fourth (4th) floor)

36. ADJUSTMENT OF MINIMUM RENT FOR TAXES  
AND BUILDING OPERATING COSTS  
(ADJUSTED MINIMUM RENT)

36.1 The Minimum Rent shall be adjusted from time-to-time as provided in this Article to reflect any increase in Taxes and Landlord's Building Operating Costs ("Adjusted Minimum Rent"), as more particularly referred to herein-after, and Tenant shall pay the same as hereinafter provided:

(1) For the purposes of this Article, the following terms shall have the meaning set forth below:

(a) The demised premises ("Demised Premises") or "Premises" shall be deemed to contain a floor area of 31,125 square feet and the building of which the Demised Premises form a part ("Building") shall be deemed to contain a total floor area of 186,421 square feet. The percentage of Tenant's occupancy of the entire Building (the "Occupancy Percentage"), and consequently the percentage of any increase or decrease in the Minimum Rent payable by Tenant shall be sixteen and seven-tenths percent (16.7%).

(b) "Taxes" shall mean the real estate taxes, charges and assessments imposed upon the land (the "Land") described in Exhibit "C" hereof and the Building and other improvements thereon (collectively, the "Real Estate"). If and to the extent that due to change in the method of taxation or assessment, any franchise, capital stock, capital, rent, income, profit or any other tax or charge shall be substituted in whole or in part for the current Ad valorem Taxes now or hereafter imposed upon the Real Estate, such franchise, capital stock, capital, rent, income, profit or other tax or charge shall be deemed included in the term "Taxes" for the purposes of this Article.

(i) The "First Tax Year" shall mean the calendar year commencing January 1, 1981 and ending December 31, 1981; and a subsequent "Tax Year" shall mean any calendar year during the term of this Lease;

(ii) The "First Operating Lease Year" shall be the calendar year commencing on January 1, 1981 and ending December 31, 1981; and a subsequent



"Operating Lease Year" shall mean each calendar year thereafter during the term of the Lease.

(2) If the Taxes for any Tax Year during the term of this Lease shall be greater than the Real Estate Tax Base, then Tenant shall pay to Landlord, as additional rent, an amount determined by multiplying the Occupancy Percentage times the excess of the Taxes for such year above the Real Estate Tax Base.

(3) Upon the issuance by the respective taxing authorities having jurisdiction over the Real Estate of bills for the Taxes imposed upon the Real Estate for the First Tax Year Landlord shall submit a copy of such bill and/or bills to Tenant and thereafter on or about each anniversary of said date shall submit a copy of the latest tax bill and/or bills for the Taxes for each Tax Year, certified to be correct by Landlord, indicating each change in the Taxes and the effective date thereof, together with a statement which shall indicate the amount, if any, required to be paid by Tenant as additional rent as in this Article provided. Within thirty (30) days after the issuance of the statement, Tenant shall pay any such additional rent as set forth in such statement. Any payments due hereunder for a period of less than a full Tax Year, either at the commencement or at the end of the term of this Lease, shall be apportioned.

36.2 Tenant hereby agrees that for each Operating Lease Year during the term of this Lease, after the First Operating Lease Year in which the total "Building Operating Costs" for the Building (as hereinafter defined) shall exceed the "Building Operating Costs" for the First Operating Lease Year, Tenant shall pay to Landlord as additional rent, an amount equal to the Occupancy Percentage times such excess within thirty (30) days after presentation of Landlord's statement (the "Operating Statement") therefor, (which shall be ninety (90) days after the commencement of each such Operating Lease Year) [the "Billing Date"]. Tenant shall thereafter, for the balance of that Operating Lease Year, make monthly payments of one-ninth (1/9th) of said increase to reflect the change as at the Billing Date, which amounts shall be credited for the account of Tenant against the annual payment due on the succeeding Billing Date. The Operating Statement shall indicate (i) the initial additional amount required to be paid by Tenant as additional rent as in this Article provided; (ii) the Tenant's new Adjusted Minimum Rent; and (iii) the manner in which such adjustment is computed.

36.3 The "Building Operating Costs" shall include each and every expense incurred in connection with the ownership, administration, management, operation and maintenance of the Real Estate, including but not limited to, the cost of wages and/or salaries paid to persons either employed by Landlord or engaged as independent contractors in the operation of the Real Estate, and such other typical items of expense as indicated below. All such costs shall be reflected on a comparative statement (the "Statement") which shall be exhibited to the Tenant upon request. Capital improvements or the depreciation thereof shall not be included in Building Operating Costs.

36.4 The expenses referred to in this Article shall be determined in accordance with sound accounting principles and each Statement furnished shall be certified by Landlord as true and correct. Tenant or its representatives shall have the right, at its own expense, and upon reasonable notice and during reasonable hours, to inspect the books of Landlord for the purposes of verifying the information contained in any Statement provided prior written request for such inspection shall be made by Tenant within ten (10) days after receipt of such Statement.

36.5 Some of the typical items of expenses comprising the Building Operating Costs and to be included in the Statement are: (a) General repairs and maintenance; (b) utility costs, including but not limited to, cost of electricity to power HVAC units serving the entire Building (both tenant and common areas), cost of oil or other fuel required to heat the entire Building, cost of electricity to light the common areas; (c) cleaning costs, including but not limited to, window cleaning, general interior office cleaning, cleaning of common areas; (d) service contracts, including but not limited to, contracts for elevator service, HVAC service, rubbish removal, carting, janitorial and watchman services, snow removal; (e) costs of landscaping; (f) cost of insurance; (g) fees and/or salaries of superintendents, engineers, custodians; (h) towel service for common lavatories. Since Tenant is providing 100% of the air-conditioning and ventilation to the Premises, Tenant's liability for additional rent arising under Paragraph 36 for those Building Operating Costs relating to air-conditioning and ventilation provided outside the Premises shall be limited to its Occupancy Percentage of 12% of the total annual Building costs for (a) electric current to power the Building air-conditioning and ventilating systems and (b) repairs to the Building air-conditioning and ventilating systems and the equipment incidental thereto. Tenant shall, however, pay its Occupancy Percentage of 100% of all Building Operating Costs for service contracts incurred by Landlord for Building air-conditioning and ventilating systems.

36.6 If, pursuant to any Statement showing Taxes or Building Operating Costs for either the base period for Taxes or Operating Costs, or for any subsequent period, there shall be an increase or refund of either Taxes or Building Operating Costs for the period covered by such Statement, the Statement shall be appropriately adjusted, and the amount payable by the Tenant to the Landlord as additional rent or the amount payable by the Landlord to the Tenant as a refund, shall be revised, adjusted and paid accordingly. If such adjustment takes place after the expiration of the term of this Lease, this provision shall be deemed to have survived such expiration. However, it is agreed by the parties that any reduction shall not in anyway operate to reduce the Minimum Rent.

36.7 Any increase in additional rent under this Article shall be prorated for the final Lease Year if such Lease Year covers a period of less than twelve (12) full months. Tenant's obligation to pay additional rent under this Article for the final Lease Year shall survive the expiration of the term of this Lease.

37. COMMENCEMENT OF TERM: COMMENCEMENT DATE

March 31  
SK

37.1 The Commencement Date shall be November 1, 1980 and the Termination Date shall be February 28, 1991. Notwithstanding the Commencement Date, Tenant shall not be responsible for the payment of the rents provided hereunder until April 1, 1981.

37.2 After the Commencement Date, Landlord and Tenant, promptly upon the request of either of them, will execute and deliver to each other an agreement in recordable form setting forth the Commencement and Termination Dates.

38. TENANT'S POSSESSION

38.1 Landlord shall deliver possession of the Premises in its present "as is" condition as occupied by the prior tenant without any further obligation to perform any work or provide any services in connection with the Tenant's occupancy.

38.2 Tenant represents that in preparing the Premises for its occupancy, at its own cost and expense, it shall provide an air conditioning and ventilating system (the "ACV Improvements") independent and to the exclusion of the Building system. Notwithstanding the requirements of Article 3 of this Lease and specifically with respect to the ACV Improvements, Landlord shall have the option, exercisable on not less than sixty (60) days' notice prior to the Termination Date hereunder, to require that Tenant either (i) surrender or abandon the ACV Improvements, or in the alternative, (ii) remove the same and restore the Premises so that the same is served by the Building air conditioning and ventilating system in the same manner as the system appears as at this date prior to Tenant's construction.

39. HEATING, AIR-CONDITIONING AND VENTILATION: LEGAL HOLIDAYS: "AFTER HOURS"

39.1 Notwithstanding the provisions of Article "28" of this Lease, but subject to all of the other terms, covenants and conditions of said Article "28", Tenant shall install, furnish and pay for its own air-conditioning, heating and ventilation subject to Landlord's approval of plans and specifications for the same, and Landlord shall provide and furnish perimeter baseboard heat installed in accordance with Landlord's Work Letter to Tenant on business days between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, other than Legal Holidays (see Exhibit "E") and at all other times upon 24 hours prior notice from Tenant ("After-Hours Heat"). The parties agree that in consideration of the After-Hours Heat to be furnished as aforesaid the Minimum Rent has been increased by the sum of \$3,000 per annum payable as set forth on page one of the Printed Portion of this Lease, without regard to Tenant's use or requirements therefor.

\*within the Premises

#### 40. ELECTRIC CURRENT

40.1 Landlord's obligation to supply current shall be limited to the current required to power the Building standard heating system and the lighting of common areas.

40.2 Tenant shall arrange to purchase and pay for all of the electric current requirements for light and power used in connection with Tenant's operations within the Demised Premises. Landlord shall furnish and install an electric meter for the measurement of the consumption of Tenant's electric current as herein provided.

40.3 At the request of Landlord, prior to occupancy of the Demised Premises, Tenant shall execute any and all applications for service, or forms required by the local utility company supplying electric current to the Building for the metering of all electric current and power required for the operation of the lighting and electrical equipment of whatever nature within or serving the Demised Premises.

40.4 Notwithstanding the foregoing, the floor upon which the Premises shall be located is equipped with an electric meter for the measurement of the consumption of electric current. Such meter is registered in the name of the Landlord, and shall remain in the name of the Landlord until a Certificate of Occupancy is obtained by the Tenant for the Premises. Therefore, from the Commencement Date to and including the date upon which ~~the Certificate of Occupancy is obtained by the Tenant~~ ~~the Certificate of Occupancy is obtained by the Tenant~~ the Landlord shall arrange to purchase and pay for electric current for the Premises and the Tenant shall reimburse the Landlord for 100% of the costs therefor. Thereafter, Section 40.2 of this Paragraph shall apply.

#### 41. LIABILITY INSURANCE

41.1 Tenant agrees to provide on or before the Commencement Date a Certificate of Insurance confirming to Landlord appropriate insurance coverage under a Comprehensive General Liability ("CGL") policy naming Landlord as additional insured to confirm, among other things, coverage for Tenant's contractual duty of indemnification under this Lease and a provision that such insurance shall not be cancelled except upon thirty (30) days prior notice to Landlord.

#### 42. FIRE INSURANCE - WAIVER OF SUBROGATION

42.1 Landlord and Tenant each hereby release the other, their respective officers, directors, employees and agents from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Landlord agrees that it shall carry and maintain in force and effect at all times during the term of this Lease a Standard Fire Insurance policy with Standard Extended or Additional Extended

Coverage and vandalism and malicious mischief endorsements. Tenant shall maintain a Standard Fire Insurance policy with the aforesaid Extended Coverage and vandalism endorsements covering the replacement value of all Tenant's personal property, equipment and improvements located in the Demised Premises.

#### 43. PARKING FACILITIES

43.1 So long as Tenant is not in default under this Lease, Landlord hereby grants to Tenant the license (the "License") to park 75 cars ("Allotted Parking"), for use solely by Tenant and Tenant's employees, guests and invitees in the parking area or areas serving the Premises (the "Designated Parking Area"). Landlord shall not be responsible to Tenant for enforcing the License or violation of the provisions of this Article by co-tenants of the Building, by third parties, or guests or visitors to the Building.

43.2 Landlord shall have the right to revoke the License: (1) in the event of an Over-use, or (2) in the event of any occurrence not caused by Landlord which reduces the number of parking spaces in the Designated Parking Area to the extent of Tenant's Proportionate Share of the number of parking spaces by which the Designated Parking Area is so reduced.

#### 44. ACCESS AND COMMON AREAS

44.1 Anything to the contrary contained in this Lease notwithstanding, Landlord, all tenants, including Tenant hereunder, of this Building, shall have a mutual right of access for emergency purposes through such areas where the same may be required and through the Demised Premises of any tenant in the Building.

44.2 Tenant shall have the right of nonexclusive use, in common with others, of (a) automobile parking areas and driveways (subject to Article 43 hereof); (b) footways, and (c) such elevator and other facilities as may be constructed and designated from time-to-time by Landlord in the Building, all to be subject to the terms and conditions of the Lease and to reasonable rules and regulations for the use thereof as prescribed from time-to-time by Landlord.

#### 45. Intentionally Deleted

#### 46. BROKER

46.1 Tenant represents that Cushman & Wakefield of New Jersey, Inc. is the only real estate broker responsible for bringing about, or negotiating, this Lease and said broker is the only broker with whom it has dealt in connection with the Leased Premises. Landlord represents that it has dealt with no other broker in connection with the Leased Premises.

46.2 In reliance upon the foregoing representation, Landlord agrees to pay a commission to said broker in accordance with a separate agreement between them; and

Tenant agrees to defend, indemnify and hold harmless the Landlord, its affiliates and/or subsidiaries from any expense or liability arising out of a claim for commission by any other broker claiming or alleging to have acted on behalf of or to have dealt with Tenant.

#### 47. CLEANING SERVICES

47.1 Landlord shall provide services for maintenance of the grounds, common areas and parking areas and such other cleaning services within the Demised Premises as are set forth on the "Cleaning Service Rider" annexed hereto and made a part hereof as Exhibit "D".

#### 48. ASSIGNMENT, SUBLETTING

48.1 If the Tenant shall desire to sublet all or any portion of the Leased Premises, it shall first submit in writing to the Landlord:

- (a) the name and address of the proposed sublessee;
- (b) the terms and conditions of the proposed subletting;
- (c) the nature and character of the business of the proposed sublessee;
- (d) evidence that the proposed sublessee is a United States citizen or citizens or a corporation qualified to do business in the State of New Jersey and organized and existing under the laws of one of the States of the United States;
- (e) banking, financial and other credit information relating to the proposed sublessee reasonably sufficient to enable Landlord to determine the proposed sublessee's financial responsibility; and
- (f) plans and specifications for Tenant's layout, partitioning, and electrical installments for the portion of the premises to be sublet.

48.2 If the nature and character of the business of the proposed sublessee, and the proposed use and occupancy of the Leased Premises, or any portion thereof by the proposed sublessee, is in keeping and compatible with the dignity and character of the Building, then Landlord agrees not to unreasonably withhold or delay its consent to any such proposed subletting, provided that Tenant shall, by notice in writing as described above in this Article, advise Landlord of its intention to sublease from, on and after a stated date (which shall not be less than sixty (60) days after date of Tenant's notice) all or any part of the Demised Premises, in which event Landlord shall have the right, to be exercised by giving written notice to Tenant thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice. Such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the

date 30 days following the date set forth in Tenant's notice, or 30 days after Tenant shall have surrendered possession of the Premises. In the event less than all of the Demised Premises are recaptured, Landlord shall be obligated to construct and erect such partitioning as may be required to sever the space retained by Tenant from the space recaptured.

48.3 If this Lease be cancelled pursuant to the foregoing with respect to less than the entire Demised Premises, the Minimum Rent and/or the Adjusted Minimum Rent and Tenant's Occupancy Percentage shall be adjusted on the basis of the number of square feet retained by Tenant in proportion to the number of square feet originally demised under this Lease, and this Lease, as so amended, shall continue thereafter in full force and effect.

48.4 In addition to the foregoing requirements, no sublease shall be made if (a) such sublease shall result in an occupancy of more than four (4) tenants, including the Tenant hereunder, or (b) the sublease shall be for a term of less than one (1) year, or (c) the proposed sublessee of such sublease shall be an existing tenant of the building, or any other building owned by Landlord, Bellemead Development Corporation ("Bellemead") or any other partnership in which Bellemead or a subsidiary of Bellemead is a partner in the office park of which the Building is a part, or (d) such sublease shall result in the occupancy of less than 3000 square feet of space, or (e) Tenant shall be in default under any of the terms and conditions of this Lease at the time of any notice or request for consent under the terms of this Article and at the effective date of such subletting.

48.5 Any subletting hereunder shall not in any event release or discharge Tenant hereunder of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue liable hereunder. The subtenant shall agree primarily to assume, comply with, and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet; and Tenant shall deliver to Landlord promptly after execution, an executed duplicate original copy of such sublease and an agreement of assumption or compliance by such subtenant.

48.6 The sublease must provide that the same is subject to all of the terms and conditions of this Lease and the sublease must provide that in the event of cancellation or termination of this Lease for any reason whatsoever or of the surrender of this Lease whether voluntary, involuntary or by operation of law, prior to the expiration date of such sublease, including extensions and renewals granted thereunder, the proposed subtenant agrees to make full and complete attornment to Landlord for the balance of the term of the sublease, at the option of Landlord at any time during the proposed subtenant's occupancy of a portion of the Premises, which attornment shall be evidenced by an agreement in form and substance satisfactory to Landlord, which the proposed subtenant agrees to execute and deliver at any time within five (5) days after request of Landlord, its successors and assigns, and the proposed subtenant waives the provisions of any law now or hereafter in effect which may give the proposed subtenant any right of election

to terminate the sublease or to surrender possession of the Premises in the event any proceeding is brought by Landlord under this Lease to terminate this Lease.

48.7 Tenant shall be responsible for obtaining all permits and approvals required by any governmental or quasi-governmental agency for any work or otherwise required in connection with the proposed sublease and Tenant is furthermore responsible for and is required to reimburse Landlord for all costs including legal fees which Landlord incurs in reviewing the proposed sublease and any permits, approvals and applications for the construction of the subleased premises. Tenant's failure to obtain any of the abovementioned permits and approvals or to submit same and a duplicate original copy of the sublease and an agreement of assumption by the subtenant to Landlord within five (5) days of the execution or submission of such items shall constitute a default under this Lease.

48.8 The occupancy of all or any portion of the Premises by a wholly-owned subsidiary of Tenant shall not be deemed to be a sublease or an assignment provided the use of the Premises shall conform to the permitted use hereunder and further provided that Tenant shall remain liable for all of the obligations hereunder. Tenant shall, however, provide Landlord with written notice of any such occupancy by a wholly-owned subsidiary and include therein the proposed use of the Premises by the wholly-owned subsidiary and such other information as the Landlord may reasonably require.

48.9 Anything to the contrary contained hereinabove notwithstanding, Landlord agrees that it shall waive its prerogative to recapture the Premises as set forth above in Section 48.2 with respect to any proposed sublease, provided Tenant shall agree at the time of the proposed sublease and in the Tenant's notice required above in Section 48.1 to pay over to Landlord all rents paid by the prospective sublessee to Tenant which exceed the greater of (a) \$14 per rentable square foot of space subleased, (computed in the same manner as the Premises is computed hereunder) or (b) the then Adjusted Minimum Rent payable by Tenant hereunder plus \$2.50.

49. TENANT'S COOPERATION: REASONABLE MODIFICATIONS: ESTOPPEL CERTIFICATE: MEMORANDUM OF LEASE

49.1 If, in connection with obtaining financing for the Building and/or the Real Estate, or otherwise upon the interest of the Landlord, as lessee, under any ground or underlying lease, any lending institution shall request reasonable modifications of this Lease as a condition of such financing, Tenant covenants not unreasonably to withhold or delay its agreement to such modification, upon Landlord's request, provided that such modification does not materially or adversely affect the rights of Tenant under this Lease.

49.2 Landlord and Tenant agree at any time and from time-to-time, upon not less than ten (10) days prior written request, that Tenant shall execute, acknowledge and deliver to Landlord, or its designee, a statement in writing



certifying: that this Lease is unmodified and is in full force and effect (or if there have been modifications, that the same are in full force and effect as modified); the dates to which the Minimum Rent and Additional Rent have been paid; and rents paid in advance, if any. It is intended hereby that any such statement delivered pursuant to this Article may be relied upon by a prospective purchaser of the Landlord's interest or a mortgagee of Landlord's interest, or any assignee of any mortgage upon Landlord's interest in the Real Property. The foregoing obligation shall be deemed a substantial obligation of the tenancy, the breach of which shall give Landlord those remedies herein provided for an event of default.

49.3 At any time during the term of this Lease and within thirty (30) days after written request therefor from either party, Landlord and Tenant will execute, acknowledge and deliver a memorandum of this Lease for recording.

**50. LIMITATION OF LIABILITY;  
DEFINITION OF "LANDLORD"**

50.1 Notwithstanding anything to the contrary herein provided, each and every term, covenant, condition and provision of this Lease is hereby made specifically subject to the provisions of this Paragraph "50". The term "Landlord" as used in this Lease means only the owner or lessor for the time being of the Building, so that in the event of any conveyance of such interest and the transfer to the transferee of any funds then being held under this Lease by such owner, Landlord shall be and hereby is entirely freed and relieved of any and all obligations of Landlord hereunder thereafter accruing, and it shall be deemed without further agreement between the parties and such grantee(s) that the grantee has assumed and agreed to observe and perform all obligations of Landlord hereunder. It is specifically understood and agreed that notwithstanding anything to the contrary herein provided or otherwise provided at law or in equity, there shall be absolutely no personal liability in excess of its interest in the Real Estate to the Landlord or any successor in interest thereto (whether the same be an individual, joint venture, tenancy in common, firm or partnership, general, limited or otherwise) or on the part of the members of any firm, partnership or joint venture or other unincorporated Landlord with respect to any of the terms, covenants and/or default by Landlord, or any successor in interest thereof, of any of its obligations under this Lease, Tenant shall look solely to the then Landlord or such successor in interest of the Building for the satisfaction of each and every remedy of Tenant, such exculpation of personal and additional liability which is in excess of such interest in the Real Estate to be absolute and without any exception whatsoever.

**51. STATUTORY WAIVER**

51.1 Tenant waives the benefit of New Jersey Revised Statutes, Title 46, Chapter 8, Sections 6 and 7. Tenant agrees that it will not be relieved of the obligations to pay the Minimum Rent or any additional rent in case of damage to or destruction of the Building, except

as provided in Paragraph "9" of the printed portion of this Lease.

51.2 Tenant shall give Landlord immediate notice in case of fire or accident on the Premises, or, if involving Tenant, its servants, agents, employees, invitees or licensees, in the Building.

#### 52. CORPORATE AUTHORITY

52.1 Tenant and Landlord represents that the undersigned officer(s) has (have) been duly authorized to enter into this Lease and that the execution and consummation of this Lease by Tenant and Landlord does not and shall not violate any provision of any by-law, agreement, order, judgment, governmental regulation or any other obligation to which Tenant or Landlord respectively is a party or is subject.

52.2 Upon execution hereof, Tenant shall deliver an appropriate certification by its secretary and assistant Secretary to the above effect.

#### 53. PERSONAL PROPERTY TAXES

53.1 Tenant agrees to pay all taxes imposed on the personal property of Tenant for its use and occupancy of the Premises, and hold Landlord harmless therefrom.

#### 54. BUILDING CHANGES

54.1 This Lease shall not be affected or impaired by any change to any lawns, sidewalk or streets adjacent to or around the Building, except as provided in the provisions of this Lease dealing with condemnation.

#### 55. HOLDING OVER

55.1 If Tenant holds possession of the Premises beyond the Termination Date or prior expiration of the Term, Tenant shall become a tenant from month-to-month at two times the Adjusted Minimum Rent payable hereunder and upon all other terms and conditions of this Lease. Nothing contained in this Lease shall be construed as a consent by Landlord to the occupancy or possession by Tenant of the Premises beyond the termination date or prior expiration of the Term, and Landlord, upon said termination date or prior expiration of the term hereof shall be entitled to the benefit of all legal remedies that now may be in force or may be hereafter enacted relating to the speedy repossession of the Premises.

#### 56. RESTRICTIVE COVENANT - FOOD SERVICE

56.1 Tenant hereby covenants and agrees (anything to the contrary contained in this Lease, notwithstanding), that it shall not use the Premises or any portion thereof, for the service of food to the public, nor shall it maintain

any facilities for the sale and consumption of food to and by the public without, in each case, obtaining the prior written consent of the Landlord. The consent of the Landlord required hereunder shall be given solely in the discretion of the Landlord.

56.2 Landlord represents to Tenant and Tenant acknowledges, that pursuant to agreements made or to be made by and between the Landlord and third parties for the operation of a restaurant, cafeteria, coffee-cart and similar food services for this Building and/or other buildings in the Office Park in which this Building is located, no Tenant of this Building or of other buildings located in the Office Park in which this Building is located shall prepare, contract for, serve or otherwise make available a food service facility in competition with said contract vendee. Any breach of this restriction by the Tenant shall be deemed an event of default under the terms of this Lease and Landlord may, in its discretion, exercise such remedies as it may deem appropriate to terminate this Lease, prevent a violation of this covenant, and recover any damages to which it may be exposed by virtue of a breach by the Tenant.

56.3 Tenant shall have the right to maintain a lunchroom facility serviced only by vending machines and solely for use by its employees, guests and invitees.

#### 57. NOTICES

57.1 All notices, demands and requests which may or are required to be given by either party hereunder to the other, shall be in writing. All notices, demands and requests by Landlord to Tenant shall be deemed to have been properly given if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant at:

TENANT: TIME INCORPORATED  
Rockefeller Center  
Time & Life Building  
New York, New York 10020  
Attention: Real Estate Division

with a copy to: TIME INCORPORATED  
1200 Wall Street West  
Lyndhurst, New Jersey 07071  
Attention: Director, Information Center

or to such other address as Tenant may from time-to-time designate by notice to Landlord.

All notices, demands and requests by Tenant to Landlord shall be deemed to have been properly given if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at:

LANDLORD: 1200 ASSOCIATES  
c/o Bellemead Management Co., Inc.  
1200 Wall Street West  
Lyndhurst, New Jersey 07071

with a copy to:

Sanford Grossman, Esq.  
Simpson Thacher & Bartlett  
One Battery Park Plaza  
New York, New York 10004

All notices referred to hereunder shall be deemed given and received three (3) days after the date said notice is mailed by United States registered or certified mail as aforesaid, in any post office or branch post office regularly maintained by the United States Government, unless said notice was personally served upon an officer of Landlord or Tenant.

#### 58. SEVERABILITY OF PROVISIONS

58.1 If any term or provision of this Lease or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

#### 59. OFFER OF AGREEMENT

59.1 No employee or agent of Landlord, no broker, and no agent of any broker has authority to make or agree to make a lease or any other agreement or undertaking in connection herewith, including, but not limited to the modification, amendment or cancellation of a lease. The mailing or delivery of this document by the Landlord or its agent to the prospective Tenant, its agent or attorney shall not be deemed an offer of the Landlord until such time as a lease, duly executed by the Landlord, is delivered to such proposed Tenant, its agent or attorney.

#### 60. RENEWAL OPTION

60.1 Subject to the provisions of Section 60.2 below, Tenant shall have the option to renew this Lease for an additional term of five years (the "Renewal Term"), which Renewal Term shall commence upon the expiration of the term described on the first page of the printed portion of this Lease (the "Initial Term"). The terms, covenants and conditions during the Renewal Term shall be the same as those during the Initial Term, except as specifically set forth hereinafter:

(a) The Minimum Rent shall be the greater of (i) Market Rent (as defined in clause (b) below) or (ii) the Adjusted Minimum Rent as of the last day of the Initial Term.

(b) "Market Rent" shall mean the fair market rent, as of the date 180 days prior to the expiration of the Initial Term (the "Determination Date"), for the Demised Premises based upon the rents generally in effect for comparable office space in the area in which the Real Estate is located. Market Rent shall be determined on what is commonly known as a "gross" basis; that is, in computing Market Rent it shall be assumed that all real estate taxes and normal and customary services are included in such rent and are not passed through to the Tenant as separate, additional charges (except that air-conditioning shall not be included among such services, as it is assumed that Tenant shall provide its own air-conditioning). Neither Tenant's obligation to accept the space in its then "as is" condition nor the value of leasehold improvements made by Tenant shall be considered for appraisal purposes hereunder.

(c) Landlord shall notify Tenant ("Landlord's Determination Notice") of Landlord's determination of the Market Rent within 60 days of the Determination Date. If Tenant disagrees with Landlord's determination, Tenant shall notify Landlord ("Tenant's Notice of Disagreement") within fifteen (15) days of receipt of Landlord's Determination Notice. Time shall be of the essence with respect to Tenant's Notice of Disagreement, and the failure of Tenant to give such notice within the time period set forth above shall conclusively be deemed an acceptance by Tenant of the Market Rent as determined by Landlord and a waiver by Tenant of any right to dispute such Market Rent. If Tenant timely gives its Tenant's Notice of Disagreement, then the Market Rent shall be determined as follows: Landlord and Tenant shall, within thirty (30) days of the date on which Tenant's Notice of Disagreement was given, each appoint an Appraiser for the purpose of determining the Market Rent. An Appraiser shall mean a duly qualified impartial real estate Appraiser having at least 10 years' experience in the area in which the demised premises are located. In the event that the two Appraisers so appointed fail to agree as to the Market Rent within a period of 30 days after the appointment of the second Appraiser, such two Appraisers shall, within 30 days, appoint a third Appraiser, or if such two Appraisers fail to agree upon such third Appraiser within such period, such third Appraiser shall be appointed by a Judge of the Superior Court of the State of New Jersey. Such two Appraisers or three Appraisers, as the case may be, shall proceed with all reasonable dispatch to determine the Market Rent. The decision of such Appraisers shall be final; such decision shall be in writing and a copy shall be delivered simultaneously to Landlord and to Tenant. If such Appraisers fail to deliver their decision as set forth above prior to the commencement of the Renewal Term, Tenant shall pay Landlord the Adjusted Minimum Rent as of the last day of the Initial Term, until such decision is so delivered. If the Market Rent as determined above is in excess of the actual rent paid, then Tenant, upon demand, shall pay to Landlord the difference between the actual rent paid and the Market Rent from the commencement of the Renewal Term. Landlord and Tenant shall each be responsible for and shall pay the fee of the Appraiser appointed by them respectively, and Landlord and Tenant shall share equally the fee of third Appraiser.

(d) "The First Tax Year" shall mean the calendar year commencing January 1, 1990 and ending December 31, 1990

and a subsequent "Tax Year" shall mean any subsequent calendar year during the Renewal Term; "The First Operating Lease Year" shall be the calendar year commencing January 1, 1990 and ending December 31, 1990 and a subsequent "Operating Lease Year" shall mean each subsequent calendar year during the Renewal Term.

60.2 Tenant's option to renew, as provided in Section 60.1 above, shall be conditioned upon and subject to each of the following:

(a) Tenant shall notify Landlord in writing of its exercise of its option to renew at least 12 months, but not more than 15 months, prior to the expiration of the Initial Term;

(b) At the time of the expiration of the Initial Term and the commencement of the Renewal Term, Tenant shall not be in default under the terms or provisions of this Lease and Tenant shall be in 100% occupancy of the Demised Premises;

(c) Tenant shall have no further renewal option other than the option to extend for the one Renewal Term as set forth in Section 60.1 above;

(d) Tenant's option to renew is not assignable and may be exercised only by the Tenant;

(e) Landlord shall have no obligation to do any work or perform any services with respect to the Demised Premises for the Renewal Term which the Tenant agrees to accept in its then "as is" condition.

#### 61. LICENSE TO MAINTAIN ANCILLARY EQUIPMENT TO SERVICE THE PREMISES

61.1 Annexed hereto and made a part hereof as Exhibit "C" (Ancillary Installation) is a sketch showing the location upon the Land, and the roof of the Building, of certain equipment consisting of generators, air-conditioning equipment and the like, to be located both, in an appurtenant structure and upon the roof of the Building ("Appurtenances"). Landlord agrees that so long as Tenant is not in default under the terms of this agreement, Tenant may maintain the Appurtenances to service the Premises. Tenant acknowledges that it shall on and after the date hereof comply with all rules, regulations and laws applicable to the Appurtenances, at its own cost and expense and hold the Landlord harmless from any liability, costs, charges or impositions with respect thereto. Tenant further acknowledges, that in the event of a change in any law or regulation affecting the Appurtenances, or whether for any other reason, foreseen or unforeseen, the Appurtenances may no longer be maintained in the location shown, and in any event at the termination of this Lease, Tenant shall remove the same without cost to Landlord, and shall restore the Land and Building including the roof, to its condition prior to the installation of said equipment.

61.2 Tenant further acknowledges that it shall have no interest in the event of a taking or condemnation of the Land or Building in any of the proceeds therefor, except

its claim for the equipment itself. This license may be revoked for failure of the Tenant to comply with any of the terms and conditions aforesaid.

62. LOCATION AND INSTALLATION  
OF EQUIPMENT

62.1 Tenant has advised Landlord that it shall install Computer, HVAC, and Electrical in the Premises and has provided Landlord with specifications and dimensions thereof. Said equipment is listed upon Exhibit H attached hereto. Landlord agrees to make every reasonable effort to cooperate with Tenant in the installation and location of the foregoing equipment within the Premises to the extent of providing access therefor. Tenant shall, however, bear the full cost of any special accommodation or expense incurred by Landlord in connection therewith.

63. INTERCOMMUNICATION DEVICE

63.1 Landlord agrees that it shall provide for Tenant an intercommunication device in the entranceway or lobby of the Building and connected to the Premises. The intercommunication device shall be installed prior to Tenant's occupancy in the Premises for the purpose of conducting its business, at Tenant's sole cost and expense, and shall be used during hours other than normal business hours and when the Building is otherwise secured for the purpose of notifying Tenant of the arrival at the Building of visitors, guests and/or employees.

IN WITNESS WHEREOF, Landlord has signed and sealed this Lease and this Rider, and Tenant, by its proper corporate officers have signed this Lease and this Rider and have affixed Tenant's corporate seal as of the day of October, 1980.

WITNESS:

*Herbert M. Duffine*

WITNESS:

*John T. [unclear]*

LANDLORD: 1200 ASSOCIATES  
1200 Corp.,  
general partner

By *Samuel A. [unclear]*

TENANT: TIME INCORPORATED

By *Lee S. [unclear]*

EXHIBIT "C"  
LEGAL DESCRIPTION  
1200 Wall Street West

PROPERTY IN LYNDHURST, N.J.

BEGINNING at a point in the southwesterly line of Wall Street West distant southeasterly along the same 598' from the southeasterly line of Polito Avenue and running thence:

- (1) along the southwesterly line of Wall Street West  $S52^{\circ}-32'-40''E$ , 290.65'; thence
  - (2) along a 100' radius curve to the right, 45.43'; thence
  - (3) along the westerly line of Clay Avenue  $S26^{\circ}-31'E$ , 481.01'; thence
  - (4) still along the same on a 375' radius curve to the right, 164.40'; thence
  - (5) still along the same  $S 1^{\circ}-23'-55''E$ , 306.04'; thence
  - (6)  $N 65^{\circ}-31'-25''W$ , 417.37' along the adjacent property line; thence
  - (7) still along the same  $N24^{\circ}-28'-35''E$ , 287.31'; thence
  - (8) still along the same  $N53^{\circ}-32'-40''W$ , 615.01'; thence
  - (9) still along the same  $N37^{\circ}-27'-20''E$ , 385.77'
- to the beginning.

Subject to a 15' wide drainage easement along courses 6, 7 & 8.

sf  
js



B

**The parties agree as follows:**

October 1, 19 87

Overtenant: New Jersey Transit Corporation as assignee of Time Inc.  
Address for notices: McCarter Highway and Market Street  
P. O. Box 10009, Newark, NJ 07101

**You, the Undertenant:** Time Inc.  
**Address for notices:** 1271 Avenue of the Americas, NY, NY 10020

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.

Landlord: C. W. Properties, Inc.  
Address for notices: c/o Bellemead, 4 Becker Farm Rd., Roseland, NJ 07068

Overtenant: New Jersey Transit Corporation as assignee of Time Inc.  
Address for notices: See above

Date of Over-Lease: October 20, 1980

Term: from: November 1, 1980 to: March 31, 1991

**A copy of the Over-Lease is attached as an important part of the Sublease.**

1. ~~Year:~~ ~~Month:~~ Beginning: October 1, 19 87  
ending: July 1, 19 88 or earlier at the option of Under-  
tenant.

2. Certain space on the 4th floor at 1200 Wall Street West, Lyndhurst, NJ (See Exhibit A)

3. The premises may be used for the uses specified in the Overlease.

4. The yearly rent is \$ . You the Tenant will pay this yearly rent to the Over-  
landlord in equal monthly payments of \$ . Payment shall be paid to the Over-  
landlord on the first day of each month during the Term as specified in a certain agree-  
ment of even date herewith a copy of which has been furnished  
to you by the Overlandlord.

[illegible]

6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant-states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.

9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

10. If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except those ~~XXXXXX~~  
~~XXXXXX numbered paragraphs of the Over-Lease and those XXX~~

1x Those numbered paragraphs of the Order have been changed as follows: x

No authority:

12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors:

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes:

14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

APPROVED  
AS TO FORM  
W. CARY EDWARDS  
ATTORNEY GENERAL

*Joyce Brown*  
REG. ATTY GEN.

Witness:

*Frances R. Roberts*

OVERTENANT:

New Jersey Transit Corporation

BY: *Alfred W. McCann*

You, the UNDERTENANT:

Time Inc.

BY: *Thomas W. McEnaney*

### GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

Guarantor  
and address:

Reason for  
Guaranty:

Guaranty:

Changes in  
Sublease have  
no effect:

Waiver of notice:

Performance:

Waiver of jury trial:

Changes:

Signatures:

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

WITNESS:

GUARANTOR:

STATE OF  
On

COUNTY OF  
19 before me personally appeared

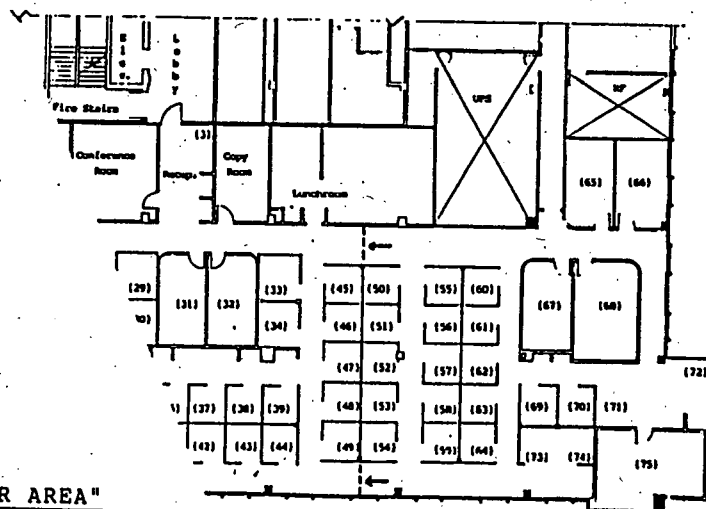
ss.:

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

EXHIBIT "A"

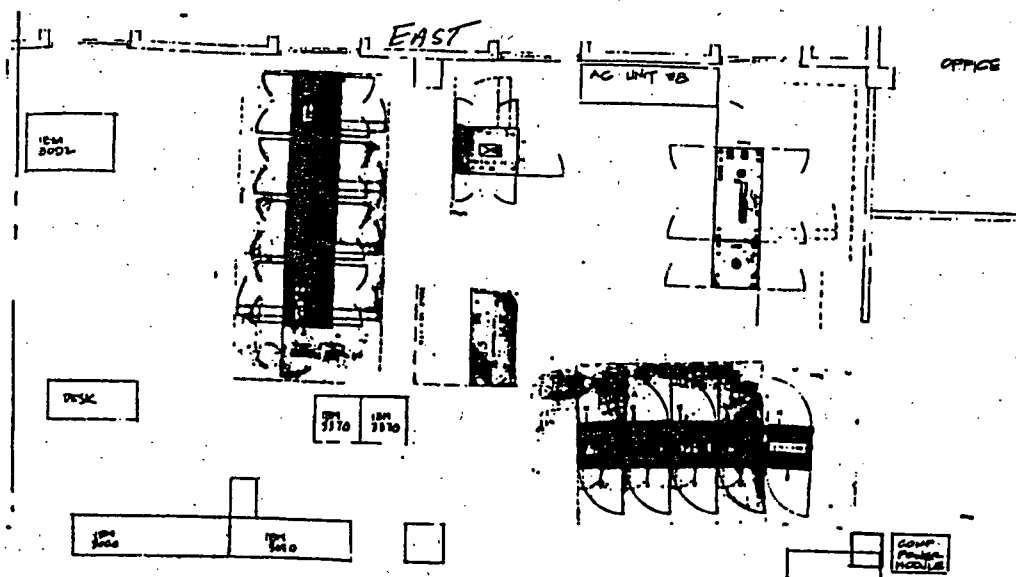
"FINISHED OFFICE AREA"

...OFFICES AND WORKSTATIONS NUMBERED 50 THROUGH 75 INCLUSIVE, AS ILLUSTRATED BELOW



"RAISED FLOOR AREA"

...ALL BUT THE +/- 1,800 s.f. ILLUSTRATED BELOW, WHICH SPACE IS LOCATED ALONG THE EASTERN OUTER WALL OPPOSITE A ROOM COMMONLY REFERRED TO AS THE "PRINT ROOM"



OTHER

...COMMON AREAS SUCH AS THE LOBBY, HALLWAYS, CORRIDORS, LUNCHROOM, ETC. TO BE SHARED AND SHARED ALIKE.

**Exhibit A**

**AREAS OF COHABITATION**

During the period of cohabitation referred to in Section 2 of this Agreement, each party will have use and control of its respective areas as herein described, and common areas including but not limited to the lobby, copy room, restrooms, lunchroom, hallways, corridors and lockers will be shared without restriction, each according to its needs, all in a cooperative fashion.

Neither party will be restricted from entering or passing through areas of the other party as needed noting NJ Transit's need to have free access to all areas for planning and investigative purposes, provided, however that access will not unreasonably interfere with the other's use of its respective areas.

In addition, NJ Transit will take use and control of such offices, workstations and areas that may become available as vacated by Time, Inc., provided that such taking does not unreasonably interfere with the operation of Time, Inc.

FIRST AMENDMENT OF LEASE

This FIRST AMENDMENT OF LEASE is made the 15<sup>TH</sup> day of ~~September~~ <sup>OCTOBER</sup>, 1987 between C.W. PROPERTIES, INC., a Delaware corporation, having an address c/o Bellemead, 4 Becker Farm Road, Roseland, New Jersey 07068 (hereinafter called "Landlord") and TIME, INC., a New York corporation having an address at Rockefeller Center, New York, New York 10020 (hereinafter called "Tenant").

W I T N E S S E T H :

WHEREAS:

A. 1200 Associates, predecessor-in-interest to Landlord, and Tenant heretofore entered into a certain lease (hereinafter called the "Lease") dated October 20, 1980 with respect to the entire fourth (4th) floor of the building known as and located at 1200 Wall Street West, Lyndhurst, New Jersey for a term ending on March 31, 1991 or on such earlier date upon which said term may expire or be terminated pursuant to any conditions of limitation or other provisions of the Lease or pursuant to law; and

B. The parties hereto desire to modify the Lease in certain respects.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto modify the Lease as follows:

1. All terms contained in this First Amendment of Lease shall for the purposes hereof have the same meaning ascribed to them in the Lease.

2. The following new Articles shall be deemed part of the Lease as of the date hereof:

64. In the event that the payment of any sum required to be paid by Tenant to Landlord under this Lease (including, without limiting the generality of the foregoing, Minimum Rent, Adjusted Minimum Rent, or payment made by Landlord under any provision of this Lease for which Landlord is entitled to reimbursement by Tenant) shall become overdue for 10 days beyond the date on which they are due and payable as provided in this Lease, then a delinquency service charge equal to four percent of the amount overdue shall become immediately due and payable to Landlord as liquidated damages for

Tenant's failure to make prompt payment. Further, such delinquency service charge shall be payable on the first day of the month next succeeding the month during which such late charges become payable as additional rent, together with interest computed at a rate equal to two percent (2%) over the publicly announced prime rate then being charged by Citibank, N.A. (or any successor thereto) on the amounts overdue from the date on which they became due and payable. In the event of nonpayment of any delinquency service charges and interest provided for above, Landlord shall have, in addition to all other rights and remedies, all the rights and remedies provided for herein and by law in the case of nonpayment of rent. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay late charges shall constitute a waiver by Landlord of its rights to enforce the provisions of this Section in any instance thereafter occurring. The provisions of this Section shall not be construed in any way to extend any notice period provided for in this Lease. Following each second consecutive monthly installment of Adjusted Minimum Rent that remains unpaid for longer than ten (10) days beyond the date on which same is due and payable, Landlord shall have the option to require that (i) beginning with the first monthly installment of Adjusted Minimum Rent next due, the Adjusted Minimum Rent shall no longer be paid in monthly installments but shall be payable in advance on a quarterly basis and/or (ii) Tenant increase the amount of the security deposited with Landlord by an amount equal to two (2) months' Minimum Rent. If Tenant shall deliver to Landlord a check that is returned unpaid for any reason, Tenant shall pay Landlord ONE HUNDRED AND 00/100 DOLLARS (\$100.00) for Landlord's expense in connection therewith and said charge shall be payable to Landlord on the first day of the next succeeding month as additional rent. In proceedings involving alleged nonpayment of rent, Tenant waives the benefit of and all of its rights under N.J.S.A 2A:18-60, as same may be amended.

65 (a) Notwithstanding anything to the contrary contained in Article 18 hereof, if Landlord shall re-enter the Demised Premises under the provisions of Article 18, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossession or other proceeding or action of any provision of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, (i) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the aggregate Adjusted Minimum Rent payable hereunder, discounted to present value at the rate of

66. In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all Adjusted Minimum Rent, Minimum Rent, additional rent or other sums of money due from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement, or condition contained herein, upon all goods, wares, fixtures, furniture, improvements and other personal property of Tenant and fixtures and improvements, whether installed by Landlord or Tenant, presently or hereafter situated on the Premises. Such property shall not be removed from the Premises without the consent of the Landlord until all arrearages in Adjusted Minimum Rent, Minimum Rent and additional rent as well as any other sums of money due Landlord hereunder shall first have been paid, and all the covenants, agreements and conditions hereof have been fulfilled and performed by Tenant. In addition to any other remedies provided herein, upon default by Tenant, Landlord may reduce or suspend the provision of services thereto without the same constituting a constructive eviction or otherwise reducing Tenant's obligations hereunder. Landlord may also enter the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated upon the Premises without liability for trespass or conversion. The Landlord may sell the same at a public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice as to the time and place of the sale. At such sale, Landlord or its assignees may purchase the property unless such purchase is otherwise prohibited by law. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is given to Tenant at the Premises at least three (3) days prior to the time of the sale. The proceeds of such disposition, less all expenses connected with the taking possession and sale of the property, including attorney's fees, shall be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus shall be paid to Tenant and Tenant shall pay any deficiencies upon demand. Upon request, Tenant will execute and deliver to Landlord a financing statement in a form sufficient to perfect the security interest of Landlord in the aforementioned property and the proceeds thereof. The statutory Landlord's lien for rent is not waived; the security interest herein granted is in addition and supplementary thereto.

67. (a) Tenant shall, at Tenant's own expense, comply with the Environmental Cleanup Responsibility Act, (N.J.S.A. 13:1K-6 et seq.), the Comprehensive



Environmental Response, Compensation & Liability Act (42 U.S.C. 9601 et seq.) and the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.) and any and all amendments thereto and the regulations and orders promulgated thereunder. Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of, the Bureau of Industrial Site Evaluation ("the Bureau") of the New Jersey Department of Environmental Protection ("NJDEP"). Should the Bureau or any other division of NJDEP determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes in the Demised Premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this Article shall arise if there is any closing, terminating or transferring of operations of an industrial establishment utilizing the Demised Premises or a transfer of the Real Estate or any portion thereof which falls under the purview of the statutes hereinbefore referred.

(b) At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes in the Real Estate which occur during the term of this Lease; and from all fines, suits, procedures, claims and actions of any kind arising out of Tenant's failure to provide all information, make all submissions and take all actions required by the Bureau or any other division of NJDEP. Tenant's obligations and liabilities under this Article shall continue so long as Landlord remains responsible for any spills or discharges of hazardous substances or wastes in or about the Real Estate which occur during the term of this Lease. Tenant's failure to abide by the terms of this Article shall be restrainable by injunction.

3. Except as modified by this First Amendment of Lease, the Lease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

4. Tenant represents that the undersigned officer of Tenant has been duly authorized on behalf of Tenant to enter into this

5. First Amendment of Lease in accordance with the terms, covenants and conditions set forth herein, and, upon Landlord's request, Tenant shall deliver an appropriate certification by the corporate Secretary of Tenant to the foregoing effect.

5. This First Amendment of Lease may not be changed orally, but only by a writing signed by the party against whom enforcement thereof is sought.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Lease as of the day and year first above written.

Signed, sealed and delivered C.W. PROPERTIES, INC.

IN THE PRESENCE OF OR  
ATTESTED BY:

Francis E. Fallon  
Francis E. Fallon, Secretary

Francis A. Roberts

By: ~~Bellemead Management Co., Inc.~~

By: Charles E. Ehinger  
(Vice) President  
Charles E. Ehinger,

TIME, INC.

By: Thomas W. McEnaney  
(Vice) President  
ASSOCIATE GENERAL COUNSEL &  
ASSISTANT SECRETARY

CONSENT TO SUBLEASE

~~October 20~~ CONSENT TO SUBLEASE ("Consent") dated as of the 1st day of ~~September~~, 1987 among C.W. PROPERTIES, INC., a Delaware corporation, having an office c/o Bellemead, 4 Becker Farm Road, Roseland, New Jersey 07068 ("Landlord"), NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, having an office at McCarter Highway and Market Street, Post Office Box 10009, Newark, New Jersey 07101 ("Tenant") and TIME, INC., a Delaware corporation, having an office at Rockefeller Center, New York, New York 10020 ("Subtenant").

W I T N E S S E T H :

WHEREAS, 1200 Associates, predecessor-in-interest to Landlord, and Subtenant entered into a certain lease dated October 20, 1980 (said lease as the same may have been or may hereafter be amended is hereinafter called the "Lease") for the fourth (4th) floor ("Premises") of the building ("Building") known as 1200 Wall Street West, Lyndhurst, New Jersey;

WHEREAS, Subtenant assigned all of its right title and interest in, to and under the Lease to Tenant and Tenant assumed all of the rights and obligations under the Lease pursuant to a certain Assignment and Assumption Agreement dated ~~September~~ OCTOBER 1, 1987; and

WHEREAS, Subtenant desires to sublet from Tenant a portion of the Premises ("Sublet Space") in accordance with that certain agreement ("Sublease") dated OCTOBER 1, 1987, between Tenant, as sublessor and Subtenant, as sublessee, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

A. Unless otherwise defined, all terms contained in this Consent shall, for the purposes hereof, have the same meaning ascribed to them in the Lease.

B. Landlord consents to the subletting of the Sublet Space by Tenant to Subtenant, upon and expressly subject to the following terms and conditions, to each of which Tenant and Subtenant expressly agree:

1. Nothing herein contained shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease (except as herein expressly provided), or to waive any breach thereof, or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance thereof, or to enlarge or increase Landlord's obligations or decrease Landlord's rights under the Lease, and all covenants, agreements, terms, provisions and conditions of the Lease are hereby mutually declared to be in full force and effect.

2. Unless and except as otherwise specifically provided in the Lease or this Consent, the provisions of Articles 11 and 48 of the Lease shall apply to any further subletting or assignment of all or any part of the Premises. In such event, Landlord shall retain its rights under Articles 11 and 48 of the Lease.

3. Tenant shall be and remain liable and responsible for the due keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions set forth in the Lease on the part of Tenant to be kept, performed and observed and for the payment of the Minimum Rent, Adjusted Minimum Rent and additional rent and all other sums now and/or hereafter becoming payable thereunder, expressly including as such (but not limited to) additional rent, adjustments of rent, and any and all charges for any additional electric energy, property, material, labor, utility or other similar or dissimilar services or materials rendered, supplied or furnished by Landlord, in or in connection with, the Premises or any part thereof, whether for or at the request of Tenant or Subtenant.

4. The Sublease covering the Sublet Space shall be subject and subordinate at all times to the Lease and to all of the covenants, agreements, terms, provisions and conditions of the Lease and to this Consent, and neither Tenant nor Subtenant shall do or permit anything to be done in connection with the Subtenant's occupancy of the Sublet Space which would violate any of said covenants, agreements, terms, provisions and conditions.

5. Tenant and Subtenant agree that Landlord is not responsible for the payment of any commissions or fees in connection with this transaction and each agrees to indemnify, defend and hold Landlord, its partners, directors or officers and their affiliates and/or subsidiaries harmless from and against any claims, liability, losses or expenses, including attorneys' fees, court costs and disbursements, incurred by Landlord in connection with any claims for commission by any broker or agent in connection with this transaction.

6. Upon the expiration, or any earlier termination of the term of the Lease or in case of the surrender of the Lease by Tenant to Landlord, the Sublease and the term and estate thereby granted shall expire and come to and end as of the effective date of such expiration, termination or surrender, and Subtenant shall vacate the Sublet Space on or before such date. In case of the failure of Subtenant to so vacate, Landlord shall be entitled to all the rights and remedies which are available to a landlord against a tenant holding over after the expiration of a term and Tenant shall remain primarily liable for any damages suffered by Landlord. Upon the expiration or any earlier termination of the term of the Lease or in case of the surrender of the Lease by Tenant to Landlord, Subtenant shall, at the request of Landlord, attorn to and accept Landlord as sublandlord under the Sublease for the balance of the term of the Sublease and be bound to perform all of the obligations imposed by the Sublease upon Subtenant, except that Subtenant shall pay Landlord for the remainder of the term of the Sublease rent at fair market value to be determined by Landlord. Such attornment shall be evidenced by an agreement in form and substance satisfactory to Landlord which Subtenant shall execute and deliver within five (5) days after request by Landlord. Subtenant waives the provisions of any law now or hereafter in effect which may give Subtenant any right of election to terminate the Sublease or to surrender possession of the Sublet Space in the event any proceeding is brought by Landlord to terminate the Lease.

7. Subtenant agrees that if Subtenant, at Landlord's option in accordance with Section 6 hereof should become a direct tenant of Landlord for the Sublet Space or any part thereof upon the expiration or earlier termination of the Lease, Landlord shall not (a) be liable for any previous act or omission of Tenant under the Sublease, (b) be subject to any offset or credit which shall theretofore have accrued to Subtenant against Tenant, (c) have any obligation whatsoever with respect to any security deposited under the Sublease, (d) be bound by any previous prepayment of rent or any other advance payment of monies due under the Sublease, and (e) be responsible for the payment of any commission or fees in connection with a direct lease between Landlord and Subtenant. Subtenant agrees to indemnify, defend and hold Landlord, its partners, directors or officers and their affiliates and/or subsidiaries harmless from and against any claims, liability, losses or expenses, including attorneys' fees, court costs, and disbursements, incurred by Landlord in connection with any such direct lease.

8. In case of the violation by Tenant or Subtenant of any of the covenants, agreements, terms, provisions and conditions hereof, Landlord may give written notice of such violation to Tenant and/or Subtenant (such notice to be delivered personally or by mail addressed to said parties at the premises), and if such violation shall not be discontinued or corrected within a reasonable time as specified in such notice, Landlord may, in addition to Landlord's other remedies, revoke this Consent. Reference in this Consent to any particular remedy shall not preclude Landlord from any other remedy in law or in equity.

9. No alterations, additions (electrical or otherwise), or physical changes shall be made in the Sublet Space, or any part thereof, except pursuant to the covenants, agreements, provisions, terms and conditions of the Lease.

10. Tenant and Subtenant agree that (i) a copy of the Sublease has been furnished to Landlord; (ii) Landlord is not a party to the Sublease and is not bound by the provisions thereof; and (iii) notwithstanding the foregoing, the Sublease will not be modified or amended in any way without the prior written consent of Landlord.

11. Tenant and Subtenant jointly and severally represent and agree that Subtenant is financially responsible, of good reputation, and engaged in a business which is in keeping with the standards of Landlord in those respects for the Building and its occupancy.

12. Notwithstanding anything contained to the contrary in Section 48.9 of the Lease, Landlord agrees that Tenant need not turn over to Landlord those rents paid under the Sublease by Subtenant for its occupancy of the Sublet Space through March 31, 1988 which exceed the greater of (a) \$14.00 per rentable square foot of the Sublet Space or (b) the then Adjusted Minimum Rent plus \$2.50. With regard to any rents that may be paid under the Sublease by Subtenant for its occupancy of the Sublet Space after March 31, 1988, Tenant agrees to pay over to Landlord from time to time upon Landlord's request all rents (of whatever nature) payable by Subtenant to Tenant pursuant to the Sublease which exceed the greater of (a) \$14.00 per rentable square foot of the Sublet Space or (b) the then Adjusted Minimum Rent plus \$2.50. Tenant and Subtenant agree to provide sworn statements to Landlord within five (5) days of Landlord's request therefor showing the rent actually charged by Tenant to Subtenant and in connection therewith Landlord shall be authorized to examine, copy and audit all pertinent books and records of Tenant and Subtenant which Tenant and Subtenant agree to produce at their sole cost and expense at the request of Landlord. If Landlord's review of any said books or records discloses that compensation other than as set forth in the Sublease has been paid by Subtenant to Tenant, Tenant shall promptly pay same to Landlord together with interest and the cost of Landlord's review.

13. Tenant agrees that it is solely responsible for obtaining all permits and approvals required by any governmental or quasi-governmental agency for any work or otherwise required in connection with the Sublease. Upon execution of the Consent, Tenant shall pay to Landlord, as additional rent, all costs, including legal fees, incurred by Landlord in reviewing the Sublease and any permits, approvals and applications for the construction of the Sublet Space.

14. This Consent may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought.

15. This Consent shall not be binding upon Landlord unless and until it is signed by Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the 1st day of September, <sup>OCTOBER</sup> 1987.

ATTEST/WITNESS

Francis E. Fallon  
Francis E. Fallon, Secretary

ATTEST/WITNESS

ATTEST/WITNESS

Francis R. Roberts

LANDLORD:

C.W. PROPERTIES, INC. BY Joseph Brown  
DEP. ATTY GEN.

By: Bellemead Management Co., Inc.

By: Charles E. Ehinger  
Vice President  
Charles E. Ehinger,

TENANT:

NEW JERSEY TRANSIT CORPORATION

By: Allan R. Hershman  
(Vice) President

SUBTENANT:

TIME, INC.

By: Thomas W. McEnaney  
ASSOCIATE GENERAL (Vice) President  
COUNSEL & ASSISTANT SECRETARY  
-3-

## SUBLEASE AGREEMENT

The parties agree as follows:

<b>Date of this Sublease:</b>	October 1, 19 87
<b>Parties to this Sublease:</b>	<p>Overtenant: New Jersey Transit Corporation as assignee of Time Inc.          Address for notices: McCarter Highway and Market Street          P. O. Box 10009, Newark, NJ 07101</p> <p>You, the Undertenant: Time Inc.          Address for notices: 1271 Avenue of the Americas, NY, NY 10020</p> <p>If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.</p>
<b>Information from Over-Lease:</b>	<p>Landlord: C. W. Properties, Inc.          Address for notices: c/o Bellemead, 4 Becker Farm Rd., Roseland, NJ 07068</p> <p>Overtenant: New Jersey Transit Corporation as assignee of Time Inc.          Address for notices: See above</p> <p>Date of Over-Lease: October 20, 1980</p> <p>Term: from: November 1, 1980 to: March 31, 1991          A copy of the Over-Lease is attached as an important part of the Sublease.</p>
<b>Term:</b>	1. <del>year:</del> <del>month:</del> Beginning: October 1, 19 87 ending: July 1, 19 88 or earlier at the option of Under-tenant.
<b>Premises rented:</b>	2. Certain space on the 4th floor at 1200 Wall Street West, Lyndhurst, NJ (See Exhibit A)
<b>Use of premises:</b>	3. The premises may be used for the uses specified in the Overlease. only.
<b>Rent:</b>	4. The <del>yearly</del> <del>monthly</del> rent is <del>\$.00</del> . You, the Undertenant, will pay the <del>monthly</del> <del>yearly</del> rent to the Overtenant <del>on the first day of each month during the Term</del> as specified in a certain agreement of even date herewith a copy of which has been furnished to Overlandlord.
<b>Security:</b>	5. <del>The Undertenant shall hold the security deposit with the Landlord.</del>
<b>Agreement to lease and pay rent:</b>	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
<b>Notices:</b>	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
<b>Subject to:</b>	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
<b>Overtenant's duties:</b>	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
<b>Consent:</b>	10. If the Landlord's consent to the Sublease is required, this consent must be received within <del>10</del> days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
<b>Adopting the Over-Lease and exceptions:</b>	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, <del>except those</del> <del>a. The provisions of the Over-Lease which are inconsistent with the provisions of this Sublease.</del> <del>b. The provisions of the Over-Lease which are inconsistent with the provisions of this Sublease.</del>

~~The Undertenant hereby agrees to the terms and conditions of the Over-Lease as amended by this Sublease.~~

## BUSINESS AGREEMENT

This Business Agreement dated as of *October 1*, 1987 (hereinafter called the "Agreement") by and between Time Incorporated, a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Time"), having offices at Rockefeller Center, Time and Life Building, New York, New York 10020, and New Jersey Transit Corporation, a body corporate and politic of the State of New Jersey (hereinafter called "NJ Transit") located at McCarter Highway and Market Street, Newark, New Jersey,

### WITNESSETH THAT:

**WHEREAS**, the parties have entered into an Assignment and Assumption Agreement pursuant to which Time assigns, transfers and sets over unto NJ Transit all of its right, title and interest in and to that certain Lease Agreement dated October 20, 1980 (hereinafter called "Lease") between Time, as Tenant and 1200 Associates, as Landlord, for the entire fourth floor of 1200 Wall Street West, Lyndhurst, New Jersey (hereinafter called the "Demised Premises") and NJ Transit accepts the transfer and assignment of Time's right, title and interest in and to said Lease. That Agreement will become effective on October 1, 1987.

**WHEREAS**, on or about October 1, 1987, NJ Transit will take possession and occupy the Demised Premises. It is anticipated that Time will co-habitate or jointly occupy the Demised Premises with NJ Transit until January 1, 1988, but not to exceed the period ending on July 1, 1988.

**WHEREAS**, during this period of joint occupancy, NJ Transit and Time have an agreement regarding payment of rent and operating expenses for the Demised Premises.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, Time and NJ Transit, each for itself, its successors and assigns, agree to and with each other that:

1. NJ Transit shall pay the rent for the Demised Premises commencing on

October 1, 1987. NJ Transit shall pay Landlord the sum of thirty-seven thousand, eight hundred, fifty-nine and 38/100 Dollars (\$37,859.38) per month in advance on the first day of each month for the duration of the Lease term.

2. Time shall reimburse NJ Transit all rental payments paid to Landlord for the period beginning October 1, 1987 to June 30, 1988. Time shall remit payment in the amount of thirty-seven thousand, eight hundred, fifty-nine and 38/100 dollars (\$37,859.38) to NJ Transit in advance on the first day of the month.

3. It is anticipated that Time will vacate the Demised Premises by January 1, 1988. However, in the event that Time remains in occupancy for all or any portion of a month beyond January 1, 1988, Time agrees that it shall pay NJ Transit a sum equal to one half the monthly rent or eighteen thousand, nine hundred, twenty-nine and 69/100 Dollars (\$18,929.69) as additional rent. Time shall remit this additional rent payment to NJ Transit on the first day of the following month. Occupancy by Time shall be defined as the presence of the IBM 3090 mainframe computer, owned by Time, situated within the Demised Premises.

4. The operating expenses for the Demised Premises are listed and itemized on Schedule A annexed to and made a part of this Agreement.

5. Time and NJ Transit shall evenly share the operating costs of the Demised Premises from October 1, 1987 until such time as Time no longer occupies the Demised Premises. The operating expense sharing will be predicated on a base-line amount of estimated total billings for the current year of operation. NJ Transit and Time will agree on a monthly base amount to be paid for operating costs, which shall be subject to a quarterly adjustment based on actual usage, beginning with the quarter ending December 31, 1987. Time will remit to NJ Transit a single payment representing the current monthly rental less NJ Transit's share of the previous month's operating expenses.

6. From October 1, 1987 to January 1, 1988, Time shall be responsible for the payment of operating expenses for the Demised Premises. NJ Transit shall pay Time its



portion of the monthly operating expense during this period on the 15th day of the month succeeding the billing period.

7. It is agreed that NJ Transit shall have entered into contracts for utility services in the Demised Premises by January 1, 1988. If Time continues to co-habitate in the Demised Premises beyond January 1, 1988, Time shall pay NJ Transit its share of the operating expenses as set forth in Section 5 above. Such payment shall be due on the 15th day of the month succeeding the billing period.

8. Time will continue to employ and pay for receptionist services for the Demised Premises. NJ Transit will share the cost of the receptionist services and will reimburse Time for this expense at the same time NJ Transit submits payment to Time for operating expenses.

9. Time will accept responsibility for notifying the receptionist of termination of employment. Time will duly notify NJ Transit thirty days prior to such termination so that NJ Transit may have the opportunity to provide for employment of its own receptionist for the Demised Premises.

10. Time and NJ Transit agree that each of them shall be responsible for the negligent acts and/or any and all acts of its employees which cause injury to third parties and/or to an employee of the other party.

11. Time and NJ Transit each hereby release the other, their respective officers, directors, employees and agents from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

12. Time agrees that copier services shall be made available to NJ Transit at no cost to NJ Transit until Time vacates the premises.

13. Pursuant to N.J.S.A. 27:25-17, all expenses incurred by NJ Transit shall be payable from funds available to NJ Transit therefor and no liability or obligation shall be incurred by NJ Transit beyond the extent to which monies are funded. Furthermore, no debt or liability of NJ Transit shall be deemed or construed to create or constitute a debt or liability, or loan or pledge of credit of the State of New Jersey. In accordance with N.J.S.A. 27:25-17, all obligations of NJ Transit established by this Agreement which require expenditure of funds are subject to the availability of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

TIME INCORPORATED, a Delaware Corporation

ATTEST:

Frances A. Roberts

By: Thomas W. McEnery

Its: ASSOCIATE GENERAL COUNSEL +  
ASSISTANT SECRETARY

DATED: OCTOBER 16, 1987

NEW JERSEY TRANSIT CORPORATION

ATTEST:

[Signature]

By: Albert R. Hasbrouck

Its: \_\_\_\_\_

DATED: OCTOBER 15, 1987

APPROVED  
AS TO FORM  
W. CARY EDWARDS  
ATTORNEY GENERAL

BY: Joyce Brown  
DEP. ATTY GEN.

8/31/87  
ESTOC

SCHEDULE A - OPERATING EXPENSES

1987 OCCUPANCY COSTS BY MONTH

	JAN. ACTUAL	FEB. ACTUAL	MARCH ACTUAL	APRIL ACTUAL	MAY ACTUAL	JUNE ACTUAL	JULY ACTUAL	AUGUST ESTIMATE	SEPT. ESTIMATE	OCT. ESTIMATE	NOV. ESTIMATE	DEC. ESTIMATE	YD TOTAL
RENT ASSESSMENT													
PERM	23,443	24,308	17,408	15,335	15,767	15,678	15,720	13,035	15,800	15,800	15,800	15,800	13,035
MAINT. KING		1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	206,659
TICS	109		91	194		102	102	102	102	102	102	102	18,150
SIDNEY MAGIC DR													1,108
BELL EXCHM.	207	257	257	250	257	257	335	257	257	257	257	257	335
HOME ASSOC.	2,852		5,724	2,852	2,852	2,852	257	257	257	257	257	257	3,027
SEWER ENTS	826	0	2,852	(428)	1,880		2,852	2,852	2,852	2,852	2,852	2,852	34,344
UNEXP. VOCHILLER						111	500	500	500	500	500	500	7,610
GLACIATION							500	500	500	500	500	500	4,473
WATER TREATMENT				450			450			450		450	1,800
GLACI TEST											625		625
WATER KIDE			1,727										
DPL GENERATOR					267	267	267	2,075	267	267	267	267	3,802
AT								267	267	267	267	267	2,136
EXIDE UPS								2,126					2,126
INDEPENDENCE BATTERY									19,000				19,000
ELECTRO PROTECTIVE CORP							7,865						7,865
DIESEL FUEL						57	114	57	57	57	57	57	456
CHEM ANALYSIS													
HONELL	2,996							2,800					2,800
SMITH MEIER							2,996						5,992
OPERA REPAIR													
OCS SECURITY	5,512	4,655	4,480	5,635	3,427	5,612	6,648	5,417	200	5,417	5,417	200	400
TELEPHONE USAGE													63,054
NO BILL	222	288	240	243	212	215	215	215	215	215	215	215	2,710
ADMT	3	17	22	35	22	9	10	10	10	10	10	10	168
MCI	894	1,181	950	1,043	998	993	1,000	1,000	1,000	1,000	1,000	1,000	12,059
TELEPHONE EQUIPMENT													
ADMT	3,422	3,686	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588	3,588	42,988
TELEPHONE LINES													
NO BILL	1,800	1,926	1,881	1,866	1,842	1,803	1,850	1,850	1,850	1,850	1,850	1,850	22,218
NO TEL	562	471	251	622	450	429	450	450	450	450	450	450	5,485
RECEPTION													
SALARY	1,098	1,122	1,130	1,695	1,141	1,169	1,152	1,160	1,160	1,740	1,160	1,160	14,887
BENEFITS	329	337	339	509	342	351	346	348	348	522	348	348	4,456
TOTAL OCCUPANCY	44,285	39,898	42,570	35,549	34,705	35,153	49,739	53,994	57,308	37,237	36,658	36,683	503,778

## PURCHASE AGREEMENT

This Purchase Agreement dated as of *OCTOBER 1*, 1987 (hereinafter called the "Agreement") by and between TIME INCORPORATED, a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Time") having offices at Rockfeller Center, Time and Life Building, New York, New York 10020 and NEW JERSEY TRANSIT CORPORATION, a body corporate and politic of the State of New Jersey (hereinafter called "NJ Transit") located at McCarter Highway and Market Street, Newark, New Jersey,

### WITNESSETH THAT:

WHEREAS, the parties have entered into an Assignment and Assumption Agreement in which Time assigns, transfers and sets over unto NJ Transit all of its right, title and interest in and to that certain Lease Agreement dated October 20, 1980 (hereinafter called "Lease") between Time, as Tenant and 1200 Associates, as Landlord for the entire fourth floor of 1200 Wall Street West, Lyndhurst, New Jersey (hereinafter called "Demised Premises") and NJ Transit accepts the transfer and assignment of Time's right, title and interest in and to said Lease.

WHEREAS, Time has agreed to sell to NJ Transit certain personal property that it owns in the data center and office facilities situated in the Demised Premises.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, Time and NJ Transit, each for itself, its successors and assigns, agree to and with each other that:

1. Time sells to NJ Transit, and NJ Transit purchases from Time, all and singular the personal property situated in the Demised Premises and listed in Schedule A annexed to and made a part of this Agreement.

2. NJ Transit shall have the right, immediately following execution and delivery of this Agreement, to place its representatives in the Demised Premises for the purpose of cooperating with Time's representatives in the checking of the personal property in the

Demised Premises; but the presence of the NJ Transit representatives, or any other act of cooperation on the part of Time, shall not be considered in any respect as possession on the part of NJ Transit or its representatives, nor will NJ Transit ever claim or assert possession until NJ Transit actually assumes the Lease from Time.

3. Title to the personal property in the annexed Schedule A shall pass free and clear of all liens and encumbrances.

4. The risk of loss or damage by any cause to the personal property listed in Schedule A, until assumption of the Lease of the Demised Premises by NJ Transit, shall remain with Time.

5. The purchase price to be paid by NJ Transit shall be two hundred fifty thousand dollars (\$250,000) which shall be paid in four equal interest free installments as follows:

- (1). Sixty-two thousand five hundred dollars (\$62,500) on the date of the assumption of the Lease.
- (2). The balance of the purchase price in equal installments of sixty-two thousand five hundred dollars (\$62,500) each, on October 1, 1988, October 1, 1989, and October 1, 1990.

6. Time shall warrant that the emergency generator fuel tanks in this Agreement are in good working order and free of leaks. NJ Transit shall have the right of inspection and/or testing of said tanks by a third party when such inspection or testing is required by law or deemed appropriate by NJ Transit. NJ Transit shall select the contractor to perform the inspection and/or testing. Such inspection and/or testing and any corrective measures to bring the tanks into a state of good working order and free of leaks shall be the responsibility of NJT, at the cost of Time, subject to Time's approval.

7. The provisions of this Agreement and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. This Agreement shall be binding on the parties, their assignees and

successors.

9. This Agreement shall terminate when NJ Transit makes the final payment for personal property listed on Schedule A on October 1, 1990. Prior to such termination, this shall be a continuing Agreement.

10. This Agreement may be modified only by prior written agreement of the parties.

11. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is held invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

12. Pursuant to N.J.S.A. 27:25-17, all expenses incurred by NJ Transit shall be payable from funds available to NJ Transit therefor and no liability or obligation shall be incurred by NJ Transit beyond the extent to which monies are funded. Furthermore, no debt or liability of NJ Transit shall be deemed or construed to create or constitute a debt or liability, or loan or pledge of credit of the State of New Jersey. In accordance with N.J.S.A. 27:25-17, all obligations of NJ Transit established by this Agreement which require expenditure of funds are subject to the availability of funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

ATTEST:

Frances R. Roberts

Dated: OCTOBER 16, 1987

TIME INCORPORATED, a Delaware Corporation

By: Thomas W. McEnaney

Its: ASSOCIATE GENERAL COUNSEL & ASSISTANT SECRETARY

NJ TRANSIT CORPORATION

ATTEST:

*[Signature]*

By: *Albert R. Hasbrouck*

Dated: OCTOBER 15, 1987

Its: \_\_\_\_\_

This Agreement has been approved as to form only.

W. CARY EDWARDS  
Attorney General of New Jersey

By: *Joyce Brown*  
Deputy Attorney General

**SCHEDULE A  
PERSONAL PROPERTY TO BE PURCHASED BY NJ TRANSIT**

**FURNITURE INVENTORY**

<u>Description</u>	<u>Size</u>	<u>Quantity</u>
<u>Furnished Cubicles</u>		62
<u>Desks</u>		
Executive Wood	60" x 30"	5
Metal	55" x 30"	13
<u>Chairs</u>		
Executive Desk		10
Conference Chairs	With Arms	85
Cubicle Chairs	With Arms	65
Typing Chairs		12
Console Chairs		2
Tape Area Stools		3
<u>Credenzas</u>		
Wood	66" x 20"	5
<u>Conference Tables</u>		
Wood-Round	8.8 ft. Diameter	1
Wood-Rectangle	10 x 3.5 ft.	1
Wood-Rectangle	12 x 4 ft.	1
Formica-Round	5 ft. Diameter	1
Office Conference		
Round-Formica	3 ft. Diameter	8
Round-Formica	4 ft. Diameter	4
<u>Other Tables</u>		
Large Terminal	60" x 30"	13
End Tables (Wood)	30" Square	2
Glass Reception (Round)	30" Diameter	1



<u>Description</u>	<u>Size</u>	<u>Quantity</u>
<u>File Cabinets</u>		
3-Drawer	Vertical	4
2-Drawer	Vertical	5
5-Drawer	Lateral	16
5-Drawer	Vertical	13
3-Drawer	Lateral	2
Upper Case	Sliding Doors	13
<u>Bookcases</u>		
Metal	2-Shelf	7
<u>Lunchroom</u>		
Refrigerator	30" Square	5
Tables		20
Chairs		
Microwave		
Television		
<u>Miscellaneous</u>		
Mail Bins		2
Print-out Bins		2
Fire Extinguishers		9
<u>Office Equipment</u>		
Electronic Air Cleaners		4
Portable Heaters		11
Projection Screen - Main Conference Room		
Lockers		
Security Lighting		
Panasonic Videdo Monitor		3
Flip Charts		
Pictures (Halls)		
Tape Racks (Tape Library)		

#### DATA CENTER INVENTORY

All leasehold improvements, defined as improvements or additions made to the demised premises, by Time during the period Time occupied the demised premises as tenant, shall include, but are not limited to the following:

<u>Description</u>	<u>Size</u>	<u>Quantity</u>
Management Office Furniture	22" x 15"	2
Technical Office Furniture	15" x 12"	2

<u>Description</u>	<u>Size</u>	<u>Quantity</u>
Tape Library Equipment	30" x 30"	1
Cubicles	8 x 8	8
HVAC Units	2 ton	11
Power Distribution		3
UPS Units		3
Backup Batteries		192
Halon Fire Support		5
Video Security System		1
Card Entry System		4 locations
Wall Lockers		50
Backup Generator		1
Fuel Tanks	300 gal.	2
Raised Floor	19K	
Water Detection		1

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, TIME INCORPORATED, a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Time"), effective on the Effective Date, (hereinafter defined in Article 1), does hereby assign, transfer and set over unto New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with offices at McCarter Highway and Market Street, P.O. Box 10009, Newark, New Jersey, 07101, (hereinafter called "NJT"), all of Time's right, title and interest as tenant in and to that certain lease, dated October 20, 1980, as modified by a certain first amendment of lease, dated ~~September~~ <sup>October</sup> 1, 1987, (hereinafter the lease, as amended, is called the "Lease") between Time, as tenant, and 1200 Associates, predecessor-in-interest to C.W. Properties, Inc., as landlord ("Landlord").

1. The Effective Date above referred to is October 1, 1987. Time warrants and represents the following, which shall be deemed warranties as of the Effective Date:

- (i) The Lease is in full force and effect and neither Time nor Landlord under the Lease will be in default on the Effective Date;
- (ii) The Lease is unmodified as between Time and NJT; and
- (iii) No notice of assignment has been given or received by either party under the Lease except as stated above.

2. As between Time and NJT, Time shall be responsible for paying all charges and expenses and performing all obligations in respect to the Lease accrued or incurred prior to the Effective Date, including but not limited to all repair and maintenance responsibilities required under the Lease relating to any act or omission that occurred prior to the Effective Date. Nothing contained herein shall be deemed to constitute a release or discharge of Time with respect to any outstanding and unsatisfied obligation or liability, whether unbilled or calculated, accrued or incurred up to the Effective Date.

3. NJT shall and does hereby accept the transfer and assignment of Time's right, title and interest in and to said Lease and NJT shall and does hereby assume all obligations, requirements, charges, costs, and expenses on the part of Tenant under the Lease to be paid, performed and complied with occurring on and after the Effective Date.

4. By its consent hereto the Landlord acknowledges that NJT shall be deemed to be the Tenant under the Lease on and after the Effective Date and as such shall be responsible for the performance and observance of all the terms, covenants and conditions of the Lease.

5. Anything herein to the contrary notwithstanding, this Agreement shall terminate and be of no force and effect (ab initio) if Time does not secure the consent of Landlord under the Lease to the terms and conditions of this Agreement in the space indicated below where provided.

6. NJT hereby consents to and ratifies all acts, consents and approvals by Time in connection with the Lease prior to the date hereof.

7. From and after the Effective Date, all notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at the Demised Premises with a copy to: Director, Property Management and Development, NJ Transit Corporation, P.O. Box 10009, Newark, New Jersey, 07101, or at such other place as Tenant may from time to time designate by written notice to Landlord in the manner required in the Lease.

8. The terms and provisions of this Agreement are binding on the parties hereto and their respective permitted successors and assigns.

9. The Landlord by its consent hereto agrees that NJT as Tenant shall have, provided it is not in default at the expiration of the Lease, the right to extend the Term of the Lease on the same terms and conditions as those set forth in the renewal option granted to Time pursuant to Article 60 of the Lease, except that the Renewal Term shall be for three (3) years.

10. Pursuant to N.J.S.A. 27:25-17, all expenses incurred by NJT shall be payable from funds available to NJT and no liability or obligation shall be incurred by NJT beyond the extent to which monies are available. Furthermore, no debt or liability of NJT shall be deemed or construed to create or constitute a debt or liability, or loan or pledge of credit of the State of New Jersey. In accordance with N.J.S.A. 27:25-17, all obligations of NJT established by this Agreement which require expenditure of funds are subject to the availability of funds.

11. Notwithstanding anything contained herein to the contrary, Time is simultaneously herewith making a payment to Landlord in the sum of SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00) as compensation to Landlord for certain structural damage to the roof of 1200 Wall Street West, Lyndhurst, New Jersey that Time caused prior to the Effective Date. This Agreement shall terminate and be of no force and effect if Time fails to deliver to Landlord on the date hereof the aforementioned payment.

12. Time and NJT represent that no real estate broker other than Cushman and Wakefield of New Jersey, Inc., whose compensation Time agrees to pay, is responsible for bringing about or negotiating this Agreement and neither Time nor NJT has dealt with any broker other than Cushman and Wakefield of New Jersey, Inc. in connection with this Agreement. Time and NJT jointly and severally agree to defend, indemnify and hold harmless Landlord, its affiliates, subsidiaries, partners, officers and directors from any expense or liability (including attorney's fees, court costs and disbursements) arising out of any claim for commission by any broker claiming or alleging to have acted on behalf of or to have dealt with NJT or Time in connection with this Agreement.

13. The Landlord consents to this Agreement with the express understanding that it is not bound by the representations contained in Article 1 (i) hereof.

IN WITNESS WHEREOF, the parties hereto have executed this  
1st day of September, 1987.  
OCTOBER

TIME INCORPORATED, a Delaware  
corporation

By: Thomas W. McEnaney  
Its: ASSOCIATE GENERAL COUNSEL &  
ASSISTANT SECRETARY

NEW JERSEY TRANSIT CORPORATION

By: Albert M. Hartman  
For: James C. Pines  
Its: Executive Director

Consented to and Agreed by  
(subject to Article 13):

C.W. PROPERTIES, INC.

By: ~~Bellemead Management Co., Inc.~~

By: Charles E. Ehinger  
Its: President

APPROVED  
AS TO FORM  
W. CARY EDWARDS  
ATTORNEY GENERAL

BY: Goyce Brown  
DEP. ATTY GEN.

EXHIBIT "E"

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

19  
2/2

EXHIBIT F

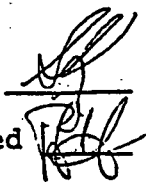
Computer Operation

1. A machine area housing computers, tape drives, disc drives, printers, communication equipment, control units, bursting devices and decollating equipment.
2. Electrical equipment designed to guarantee constant and even electrical current.
3. General office area.
4. Air conditioning and ventilating equipment.
5. Areas for the storage of supplies and equipment.

Initial Here:

1200 Associates

Time Incorporated

Handwritten signatures and initials are written over the company names. The signature for 1200 Associates appears to be 'JG' and the signature for Time Incorporated appears to be 'RLL'.

1200 Associates  
and Time Incorporated

Lease dated: Oct 20 1980

Exhibit H (Equipment  
Specifications)

*JS* 4 Sheets attached  
to this Cover Sheet

Initial here:

1200 Associates *JS*

Time Incorporated *JS*



C

939-3060

Department of Public Safety  
**BUREAU OF FIRE SAFETY**  
Township of Lyndhurst, N.J.

## Application for Permit

Date 12-15 19 87

TO: LYNDHURST FIRE INSPECTOR:

This is to request a Permit to REMOVE 2- 3000 GALLON  
UNDERGROUND STORAGE TANK (DIESEL) AND ALL  
RELATED UNDERGROUND PIPING

Applicant's Name GLENN C. FERGUSON, GREENE ENVIRONMENTAL INC (G.E.I.)

Company TIME INC. (T.I.)

No. and Street 1200 W. WALL STREET

Phone 617-787-0007 G.E.I. / 201-460-5700 (T.I.)

Block \_\_\_\_\_ Lot \_\_\_\_\_ Zone \_\_\_\_\_

Conducting a PUBLISHING + COMPUTER SYSTEM INFORMATION  
(Business)

I HEREBY AGREE to abide by and conform to all rules and regulations set forth in the Fire Prevention Code, Chapter 11 of the revised general ordinance of the Township of Lyndhurst 1979, now adopted and that may hereafter be adopted.

Applicant's Signature 

Approved   
Fire Inspector

PERMIT No. # 140-87

DATE 12/15/87

FEE \$ 110.00 (check)

# FIRE PREVENTION APPLICATION

© 1978 BO.

2181

APPLICATION DATE 12/15/87	DATE ISSUED 12/15/87	EXPIRATION DATE 12/31/87	PERMIT NUMBER 140-87
APPLICANT Gleen Ferrguson, Greene Env. Inc.		ADDRESS 240 Lincoln St. Allston, Mass	PHONE NUMBER 617-787-0007

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING BUSINESS AT THE ABOVE LOCATION

Remove 2-3000 gallon underground storage tanks (Diesel) and all related piping at: Time Inc. 1200 Wall St. West Lyndhurst, N.J. 07071  
AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNT FOR EACH KIND OR CATEGORY.)

\* NOTE: Inspector must be present during removal of tanks.

IN ACCORDANCE WITH SECTION 103.0 (PERMITS) AND SECTION(S) OF THE FIRE PREVENTION CODE OF THIS JURISDICTION.

APPROVED BY FIRE OFFICIAL

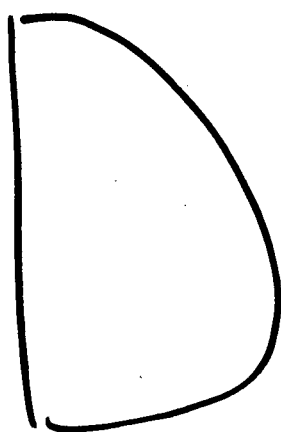
DATE

12/15/87

FEE PAID

\$100.00 cash

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES



**ENVIRONMENTAL ASSESSMENT REPORT  
TIME INCORPORATED  
1200 WALL STREET WEST  
LYNDHURST, NEW JERSEY**

**PREPARED FOR:**

**MR. ALFRED MANGO  
TIME INCORPORATED  
1200 WALL STREET WEST  
LYNDHURST, NJ 07071**

**FEBRUARY 1, 1988**

**GREEN  
ENVIRONMENTAL**



**240 Lincoln Street, Allston, Massachusetts 02134  
Telephone (617) 787-0007**

**GREEN ENVIRONMENTAL, INC.**  
ENVIRONMENTAL SERVICES

240 Lincoln Street, Allston, Massachusetts 02134  
Telephone (617) 787-0007

February 29, 1988

Mr. Alfred Mango  
Time-Life Customer Service Inc.  
1415 East Parham  
Richmond, VA 23228

RE: Environmental Site Assessment  
Time Inc.  
1200 Wall Street West  
Lyndhurst, NJ 07071

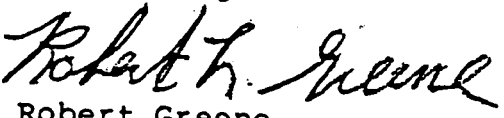
Dear Mr. Mango:

Pursuant to your request, a site and underground tank assessment of the property located at 1200 Wall Street West in Lyndhurst, New Jersey was undertaken to determine if a release of oil or hazardous materials has occurred at the site which could represent a liability to the property owner as defined under the New Jersey Spill Compensation and Control Act.

Attached is Green Environmental's Environmental Site Assessment Report. If there are any questions, please contact the undersigned.

Very truly yours,

  
Glenn C. Ferguson  
Project Engineer

  
Robert Greene  
Operations Manager

cc Mr. William Wood  
Mr. Ida Vangieri  
Mr. Francis Smedley

attachment

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## FIGURES

Figure 1 Site Locus Plan

Figure 2 Site Plot Plan

## APPENDICES

Appendix A Test Boring Reports

Appendix B Observation Well Installation Reports

Appendix C Analytical Methods, Procedures and Original Data

## I. Introduction

On September 11, 1987, water was found in one of the two underground generator fuel tanks at the Time Inc. generator station in Lyndhurst, New Jersey. Subsequent pressure tank testing (Petro-Tite) of both underground tanks on September 29, 1987 revealed the two tanks to be leaking. Green Environmental, Inc. was retained to conduct a two part assessment to delineate the extent of the release as well as its potential impact on public health and the environment. Specific concern was focused on the nearby Kingsland Creek Marshland system to the south. Later, Green Environmental was retained to remove the two 3,000 gallon underground gasoline storage tanks and to install a new 4,000 gallon underground tank system.

The purpose of this study was to determine if a release of oil or hazardous materials, as defined by the New Jersey Spill Compensation and Control Act, Chapter 31 of the New Jersey General Laws, had occurred on this site.

Because of the site's usage as a backup generator system with underground storage tanks, subsurface exploration was deemed necessary to properly evaluate the environmental quality of the site. Four test borings were subsequently performed with the collection of soil and groundwater samples. These samples were chemically analyzed for hydrocarbon contamination and volatile organic compounds. The results of this study are presented in the following report.

## II. Scope of Work

The objectives of this environmental assessment were as follows:

1. To determine if oil or hazardous materials had been stored or released on the site in the past, or had been stored or released on adjacent properties where they may have acted as a source of contamination.
2. To determine if any oil or hazardous materials are on the site at the present time.



February 28, 1988  
Page 2

3. If present, to determine if oil or hazardous materials on the property are stored in a safe and reasonable manner, and pose no imminent threat to the environment.

To accomplish these goals, Green Environmental, Inc. performed the following tasks:

1. A detailed field investigation of the site was conducted by Green Environmental personnel on December 7-10, 1987.
2. The Department of Environmental Protection (D.E.P.), West Orange, N.J. office was contacted regarding past releases of oil or hazardous materials on the site or on adjacent properties.
3. Information concerning the history and usage of the site was obtained from historical records, maps, and newspapers on file at various departments in the Town of Lyndhurst.
4. The Lyndhurst Board of Health and Fire Department were contacted regarding previous complaints or releases of oil or hazardous materials on the site or on adjacent properties.
5. Test borings were excavated on the site to better characterize the environmental quality of the site, and representative soil and water samples were collected.
6. Chemical analyses of these samples were performed by a state certified laboratory and the results were interpreted.
7. The environmental quality of the site was assessed, based upon interpretation of the above information and a review of the guidelines and requirements of the New Jersey Spill Compensation and Control Act.

### III. Site Location

The site investigated in this report is located at the southwest corner of Wall Street West and Clay Avenue in Lyndhurst, New Jersey.

Access to the site is provided via Interstate Route 3 to Route 17 South to Polito Avenue; Polito Avenue southbound to where it intersects Wall Street West. A site locus plan is presented in Figure 1.

### IV. Site History and Agency Review

The information regarding the history and usage of the site was obtained from historical records, atlases, and maps on file at various departments of the Town of Lyndhurst. In addition, information was obtained from public and private citizens knowledgeable about the site area.

The site originally consisted of undeveloped marshland. The Town of Lyndhurst eventually sited a landfill just to the south of the site. In the 1970's and early 1980's, the Meadowland Business Park was created to meet the demand for corporate office space. The Time Inc. computer facility and emergency generator systems were built in 1981.

Lyndhurst Town Agencies were contacted regarding site history and underground storage tanks. It was verified that the site contained two 3,000 gallon underground steel tanks containing No. 2 diesel oil. Incomplete town records indicate that both of these tanks are original tanks and, therefore, close to seven years old. In addition, records revealed tanks were installed by Bellemead Construction Corporation, Roseland, New Jersey.

The New Jersey Department of Environmental Protection, Division of Hazardous Waste in West Orange, New Jersey was visited to review the files pertaining to oil and hazardous material releases. There were no records of releases pertaining to the site or adjacent properties.

## V. Site Description

The site consists of an irregular shaped parcel of land encompassing approximately 3.3 acres at the intersection of Clay Avenue and Wall Street West. The site is gently inclined to the south. A 10,000 square foot, six-story building is located approximately in the center of the parcel. The remainder of the site is covered by bituminous pavement.

The site is bounded to the north and east by Wall Street West and Clay Avenue, respectively. The Kingsland Creek Marshland delineates both south and west property lines.

Water is supplied to the site and adjacent buildings by Lyndhurst Municipal Water Supply. The site is connected to the town sewerage system via a 500 gallon oil/grease separation pit.

The surrounding area is both commercial and industrial in nature and has been for the last 20 years.

## VI. Site Investigation

The site at 1200 Wall Street West was investigated on December 7, 8, 9 and 10, 1987 by Mr. Glenn Ferguson of Green Environmental, Inc. The weather during this interval was partly cloudy with a light to moderate northerly breeze. The temperature ranged from 40 to 60 degrees Fahrenheit.

During surficial site examination, minor oil stains were observed on pavement areas. These stains apparently originated from parked vehicles. The rest of the parcel appeared clean. Vegetation on the perimeters of the site appeared to be healthy and not stressed by oil or chemical contamination. No unusual odors were detected on the site. No significant environmental concern is expressed for this area.

## VII. Subsurface Investigation

### A. Test Borings

No significant oil or hazardous waste contamination was observed on the site during the site investigation. However, the

February 28, 1987

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presence of underground tanks on the site indicated the need for additional subsurface information. As a result, a program of test boring and observation well installations was implemented.

Four test borings were performed on the site by Vincent Gandolfo of Warren George Inc., Jersey City, New Jersey using a truck mounted CME-55 rotary drill rig. Test borings were situated to determine if any of the underground tanks had leaked and to establish groundwater flow. Borings were located to provide both upgradient and down gradient information. In the four borings, hollow stem auger techniques were employed without the use of drilling water.

Three borings were advanced 21.0' and the fourth was advanced 16.0'. Observation monitoring wells were installed in each test boring. Three basic horizons were recognized in these test borings. The upper unit consisted of miscellaneous fill. This fill was comprised of an angular to subrounded gravel and dark brown to black sand. Under the gravelly sand unit, a unit of organic peat was encountered, consisting of root fibers and a strong organic odor. Below this middle unit, silty clay is found. Thickness of the clay stratum was not determined, but locally has been found to extend 100 feet in depth.

No petroleum odors or other contamination was detected in any of the test borings performed. Test Boring Reports and Observation Well Installation Reports are presented in Appendix A and B, respectively.

#### B. Observation Wells

Observation wells were installed in all test borings. The observation wells were constructed of six inch (ID), schedule 40, slotted PVC well screen. Well screens were installed to extend from the base of the well to above the water table to allow contaminants, less dense than groundwater (i.e. hydrocarbons), to enter the well. Various lengths of unslotted riser pipe were used to bring the top of the well flush with the ground surface. All PVC attachments were installed without the use of glue to prevent contamination.

February 28, 1988

Page 6

The annular space between the boring and well screen was backfilled with clean, graded, silica sand to provide good contact between well and aquifer and to prevent clogging of the screen with fines. Overlying the sand and above the water table, a bentonite seal was placed to prevent contamination of the well by surface water. Remaining portions of the well were backfilled with native material. The four observation wells, OW-1, OW-2, OW-3, and OW-4, were finished at grade with bolted cast iron gate boxes securely grouted in place with a cement seal. The gate box protects the well from traffic and also prevents surface water from entering the well. A four foot long PVC bailer was used to develop the four wells until they were free of suspended sediment or until the quantity of suspended sediment appeared to be relatively constant and several well volumes had been removed.

The water table was encountered at depths of 4.5', 4.0', 5.0', and 4.5' in test borings B-1 through B-4, respectively. Depth to the groundwater table was measured with a fiberglass tape measure from the top edge of the nib protruding along the upper inside gate box wall. It must be noted that fluctuations in groundwater levels occur because of variations in tides, temperature and rainfall.

#### C. Field Sampling

To verify field observation, samples of soil and water were obtained for characterization and to determine if levels of contamination exist. Soil samples were collected during observation well installation. Water samples were collected from each observation well after several days had elapsed to allow time for the wells to equilibrate. The wells were sampled by Glenn Ferguson on December 10 and 11, 1987.

Before water samples were taken, at least three well volumes were removed from each well to insure that the samples did not contain any stagnant well water which is generally not representative of local groundwater quality. Water samples were collected via a two inch gas well pump. The pump was turned on and allowed to pump for a few minutes. A sample was then taken from the discharge valve located on the pump. Samples were

February 28, 1988

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collected in 32 ounce glass jars and in 40 milliliter glass vials specially designed for the analysis of volatile organic compounds. Care was taken to insure that no air remained in the vial during sampling to prevent subsequent volatilization of the sample.

Soil samples from the test borings were collected in 32 ounce glass jars at five foot intervals. The initial sample was an auger sample taken from the surface. All other samples were collected using a 1 3/8 inch ID split spoon sampler driven 24 inches by blows of a 140 pound hammer. Blow counts were recorded for every six inches of penetration and are presented in Appendix A.

Both soil and groundwater samples were kept cool per Environmental Protection Agency (E.P.A.) protocols; and after sampling, were delivered to an approved laboratory for prompt analysis.

#### VIII. Analytical Tests and Methods

The primary environmental concern of this site is the possibility of an underground release of petroleum from the two underground fuel oil tanks. A program of chemical analysis was accordingly implemented to document any hydrocarbon contaminants present.

Soils were composited from test borings B-1, B-2, B-3 and analyzed for oil and grease. Groundwater from each observation well was composited and analyzed for oil and grease. Oil and grease was determined by solvent extraction. In addition, groundwater samples were analyzed for volatile organic compounds using E.P.A. methodology 624. In this method, samples are purged with an inert gas and volatile compounds are then captured in a sorbent trap. The contents of the trap are then purged into a gas chromatographer and analyzed by a mass spectrometer.

This method is able to detect low levels of aromatic compounds indicative of petroleum products, as well as select halogenated compounds used as degreasers and industrial solvents.

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All methods are E.P.A. approved and the laboratory which performed these analyses is certified by the D.E.P. The original laboratory data and other laboratory information is presented in Appendix C along with analytical methods and references.

#### IX. Analytical Results and Interpretation

Soil samples obtained from B-1, B-2 and B-3 were analyzed for oil and grease. B-1 had a concentration of 1,100 mg/kg (parts per million) oil and grease, while B-2 contained 1,800 mg/kg and, B-3 contained 1,900 mg/kg. Results were based on dry unit weight of each sample and represent low values which are typical background levels for such a commercial area.

Water samples from each of the four observation wells were composited and analyzed for oil and grease. Values were found to be below the minimum detectable limit of 5.0 mg/l. Therefore, no concerns are expressed. In addition, groundwater samples from each of the wells were separately analyzed for volatile organic compounds using E.P.A. purge and trap Method 624. Except for slightly elevated levels of methylene chloride (6.0 ug/l) in B-1/OW-1, all samples were below minimum detectable levels of 5.0 mg/l for compounds tested.

In general, the above values are low and correspond to background levels in an area such as this site. No concerns are expressed for minor soil and water contamination, as they do not directly impact sensitive receptors, such as water supplies, and are not exposed to the environment.

#### X. Environmental Assessment and Opinion

Based upon site inspection, site history and agency review the site at 1200 Wall Street West is inferred to be free of oil or hazardous waste. No significant quantities of oil or hazardous materials other than surficial stains were detected. There were no drums or other suspicious containers located on the property, and perimeter vegetation appeared healthy.

Although failing standard Precision Tank Test (Petro-Tite), the two 3,000 gallon underground diesel oil tanks did not

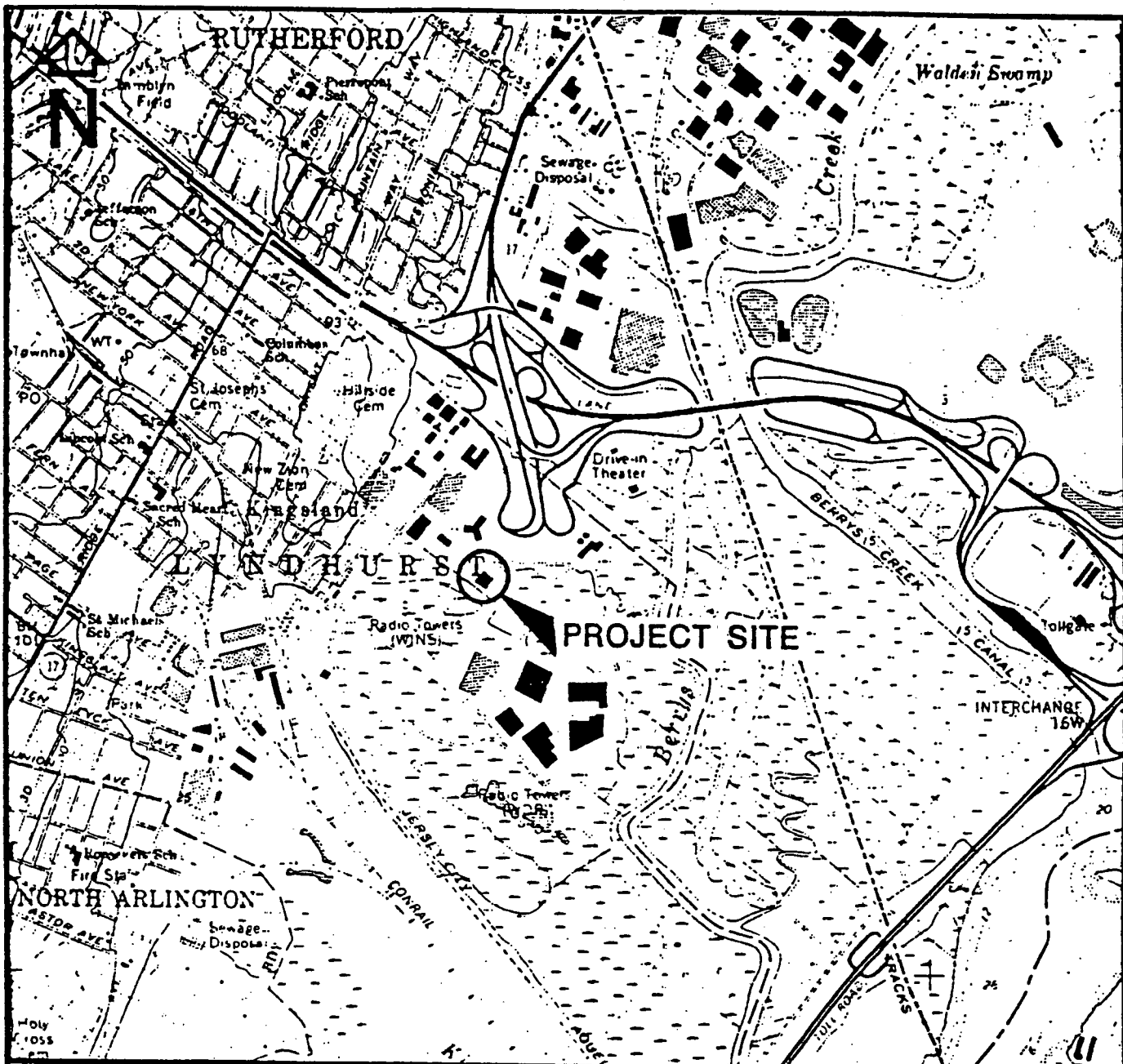
February 28, 1988  
Page 9

release any residual material to the surrounding environment. On December 13, 1987, the failing tanks and miscellaneous piping hardware were removed in a safe and environmentally sound manner. The removal phase was followed by the installation of one 4,000 gallon underground tank as a replacement (February 1988).

Based upon the removal/installation project which was conducted by Green Environmental Inc., the site is presently free of any significant environmental concerns. The opinions expressed by Green Environmental are based solely on references and information cited in this report. Should additional information become available concerning this site or neighboring properties, it should be transmitted to Green Environmental so that the contents of this report may be modified as necessary.



# FIGURES



U.S.G.S. WEEHAWKEN QUADRANGLE

SCALE 1:25,000

SITE LOCUS PLAN  
TIME INCORPORATED  
1200 WALL STREET WEST  
LYNDHURST, NEW JERSEY

FIGURE 1

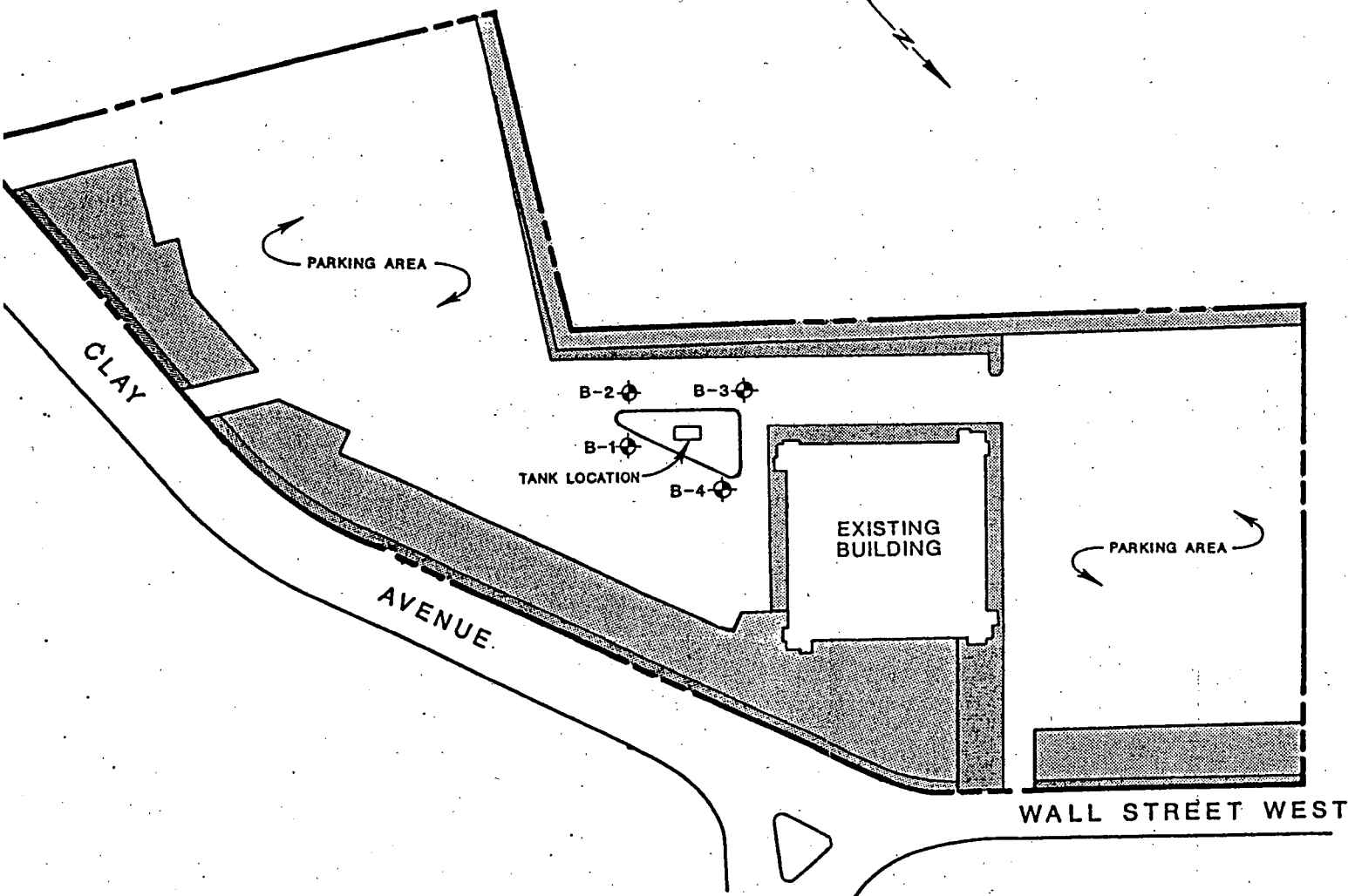
# LEGEND

--- SITE BOUNDARY

B-1  TEST BORING LOCATION & NO.

 CONCRETE SIDEWALK

 LANDSCAPED AREAS



GEI ENVIRONMENTAL,  
INC.

FEBRUARY 1, 1988

NOT TO SCALE

DRAWN BY E.D.D.

APPROVED BY G.C.F.

PROJECT NO. GEI - 871122003

SITE PLOT PLAN  
TIME INCORPORATED  
1200 WALL STREET WEST  
LYNDHURST, NEW JERSEY

FIGURE

APPENDIX A

TEST BORING REPORTS

PROJECT Time Inc., Lyndhurst, N.J.  
LOCATION New Jersey  
DRILLING CONTRACTOR Warren George Inc.\*  
DRILLED BY V. Gandolfo  
INSPECTED BY G. Ferguson

BORING NO. B-1\*\*  
PAGE 1  
DATE STARTED 12-07-87  
DATE FINISHED 12-07-87  
SURFACE ELEVATION ND

GROUNDWATER OBSERVATIONS

NOT ENCOUNTERED

DEPTH	CASING AT	STABILIZATION TIME
4.5	Out	24 hours

CASING SAMPLER CORE BAR.

TYPE	Auger	SS
SIZE ID	6"	1 3/8"
HAMMER WT.	---	140 lbs.
HAMMER FALL	---	30"
		BIT

CASING BLOWS PER FOOT	SAMPLING DEPTH FROM-TO	TYPE OF SAMPLE	HAMMER BLOWS ON SAMPLER				STRATA CHANGE	DESCRIPTION OF MATERIALS	SAMPLE		
			0-6"	6-12"	12-18"	18-24"			NO.	PEN.	REC.
	0.0-2.0'	Hand	---	---				SURFACE: Bituminous Pavement	1	---	---
								MISCELLANEOUS FILL: Medium to fine sand, 10-15% slightly plastic fines, 5-10% medium to fine gravel, 20-30% miscellaneous fill of brick fragments and cinders damp, black.	2	24"	20"
	4.0-6.0'	SS	4	2	1	3	6.0'				
							8.0'				
	9.0-11.0'	SS	2	2	1	1		PEAT: Highly organic, root fragments black, strong organic odor, (PT).	3	24"	15"
							13.0'				
	14.0-16.0'	SS	9	9	4	6		ORGANIC SILT: Plastic fines, uniform, this layers or lenses of highly organic peat (4-6') black to gray saturated, (OL).	4	24"	12"
	19.0-21.0'	SS	3	4	5	6	21.0'	SILTY CLAY: 15-25%. Plastic fines, saturated, blue-gray, (CL).	5	24"	24"
								Bottom of Boring @ 21.0'			

GENERAL REMARKS:

- \* Truck mounted C.M.E. 55 rotary drill rig.
  - \*\* Refer to Groundwater Observation Well Report OW-1.
- No petroleum odor was detected during field installation operations of test boring B-1.

PROJECT Time Inc., Lyndhurst, N.J.  
LOCATION New Jersey  
DRILLING CONTRACTOR Warren George Inc.  
DRILLED BY V. Gandolfo  
INSPECTED BY G. Ferguson

BORING NO. B-2\*\*  
PAGE 1  
DATE STARTED 12-08-87  
DATE FINISHED 12-08-87  
SURFACE ELEVATION ND

## GROUNDWATER OBSERVATIONS

NOT ENCOUNTERED

DEPTH	CASING AT	STABILIZATION TIME
4.0	Out	24 hours

CASING SAMPLER CORE BAR.

TYPE	Auger	SS	
SIZE ID	6"	1 3/8"	
HAMMER WT.	---	140 lbs.	BIT
HAMMER FALL	---	.	

[illegible]

GENERAL REMARKS:

- \* Truck mounted C.M.E.-55 rotary drill rig.  
 \*\* Refer to groundwater Observation Well Report (OW-2)  
 No petroleum odors were detected during field operations on test boring (B-2).

# TEST BORING REPORT

PROJECT Time Inc., Lyndhurst, N.J.  
LOCATION New Jersey  
DRILLING CONTRACTOR Warren George Inc.  
DRILLED BY V. Gandolfo  
INSPECTED BY G. Ferguson

BORING NO. B-3\*\*  
PAGE 1  
DATE STARTED 12-09-87  
DATE FINISHED 12-09-87  
SURFACE ELEVATION ND

## GROUNDWATER OBSERVATIONS

NOT ENCOUNTERED \_\_\_\_\_

DEPTH	CASING AT	STABILIZATION TIME
5.0	Out	36 hours

**CASING SAMPLER CORE BAR.**

TYPE	Auger	SS	
SIZE ID	6"	1 3/8"	
HAMMER WT.	---	140 lbs.	BIT
HAMMER FALL	---	30"	

CASING BLOWS PER FOOT	SAMPLING DEPTH FROM-TO	TYPE OF SAMPLE	HAMMER BLOWS ON SAMPLER				STRATA CHANGE	DESCRIPTION OF MATERIALS	SAMPLE				
			0-6"	6-12"	12-18"	18-24"			NO.	PEN.	REC.		
	0.0-2.0'	SS	hand	sample			7.0'	SURFACE: Bituminous pavement.	1	---	---		
								7.0'	MISCELLANEOUS FILL: Coarse to Fine Sand, 10-15% slightly plastic fines, 10-15% medium to fine gravel, 5-10% miscellaneous fill, of brick fragments and cinders, damp, red to brown.	2	24"	16"	
	4.0-6.0'	SS	4	6	8	6			7.0'				
										7.0'			
	9.0-11.0'	SS	1	1	1	1	9.5'				PEAT: Highly organic, high % of root fibers and fine sand, strong organic smell damp, black (PT).	3	24"
								9.5'					
	14.0-16.0'	SS	10	11	12	9			21.0'		SILTY CLAY: 15-25% plastic fines, 5-10% medium to fine sand, saturated, blue-gray (CL).	4	24"
										21.0'			
	19.0-21.0'	SS	10	11	9	8	21.0'				Bottom of boring 21.0'.		
								21.0'					
									21.0'				
										21.0'			
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							21.0'						

GENERAL REMARKS:

- \* Truck mounted C.M.E. 55 rotary drill rig.
  - \*\* Refer to Groundwater Observation Well report (OW-3).
- No petroleum odors were detected during field installation operations of test boring B-3.

# TEST BORING REPORT

PROJECT Time Inc., Lyndhurst, N.J.  
LOCATION New Jersey  
DRILLING CONTRACTOR Warren George Inc.  
DRILLED BY V. Gandolfo  
INSPECTED BY G. Ferguson

BORING NO. B-4\*\*  
PAGE 1  
DATE STARTED 12-08-87  
DATE FINISHED 12-08-87  
SURFACE ELEVATION ND

## GROUNDWATER OBSERVATIONS

NOT ENCOUNTERED

DEPTH	CASING AT	STABILIZATION TIME
4.5	Out	24 hours

CASING SAMPLER CORE BAR.

TYPE	Auger	SS	
SIZE ID	6"	1 3/8"	
HAMMER WT.	---	140 lbs.	BIT
HAMMER FALL	---	30"	

[illegible]

GENERAL REMARKS:

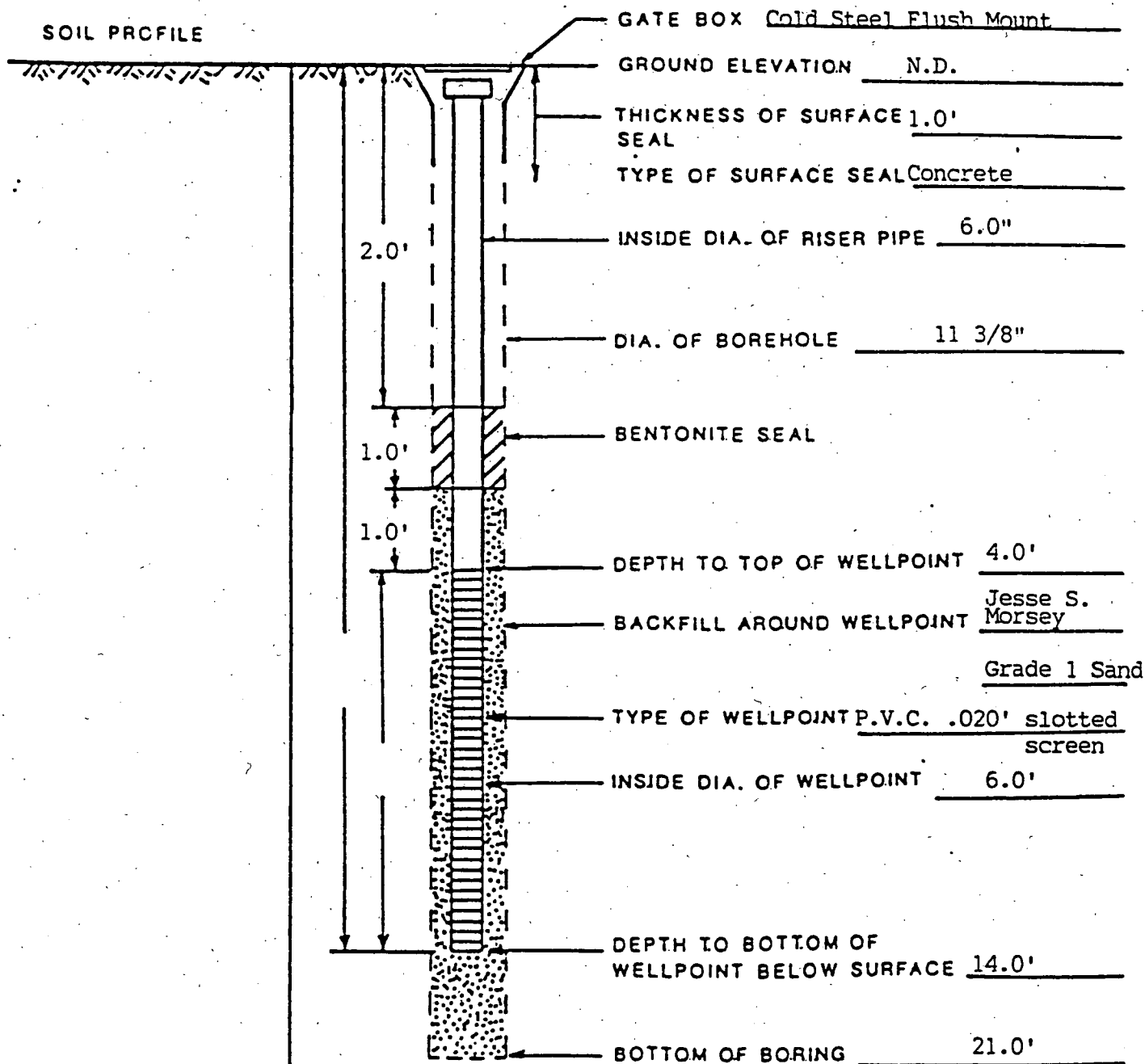
- \* Truck mounted C.M.E.-55 rotary drill rig.
- \*\* Refer to Groundwater Observation Well Report (OW-4).
- No petroleum odors were detected during field installation operations of test boring B-4.



**APPENDIX B**

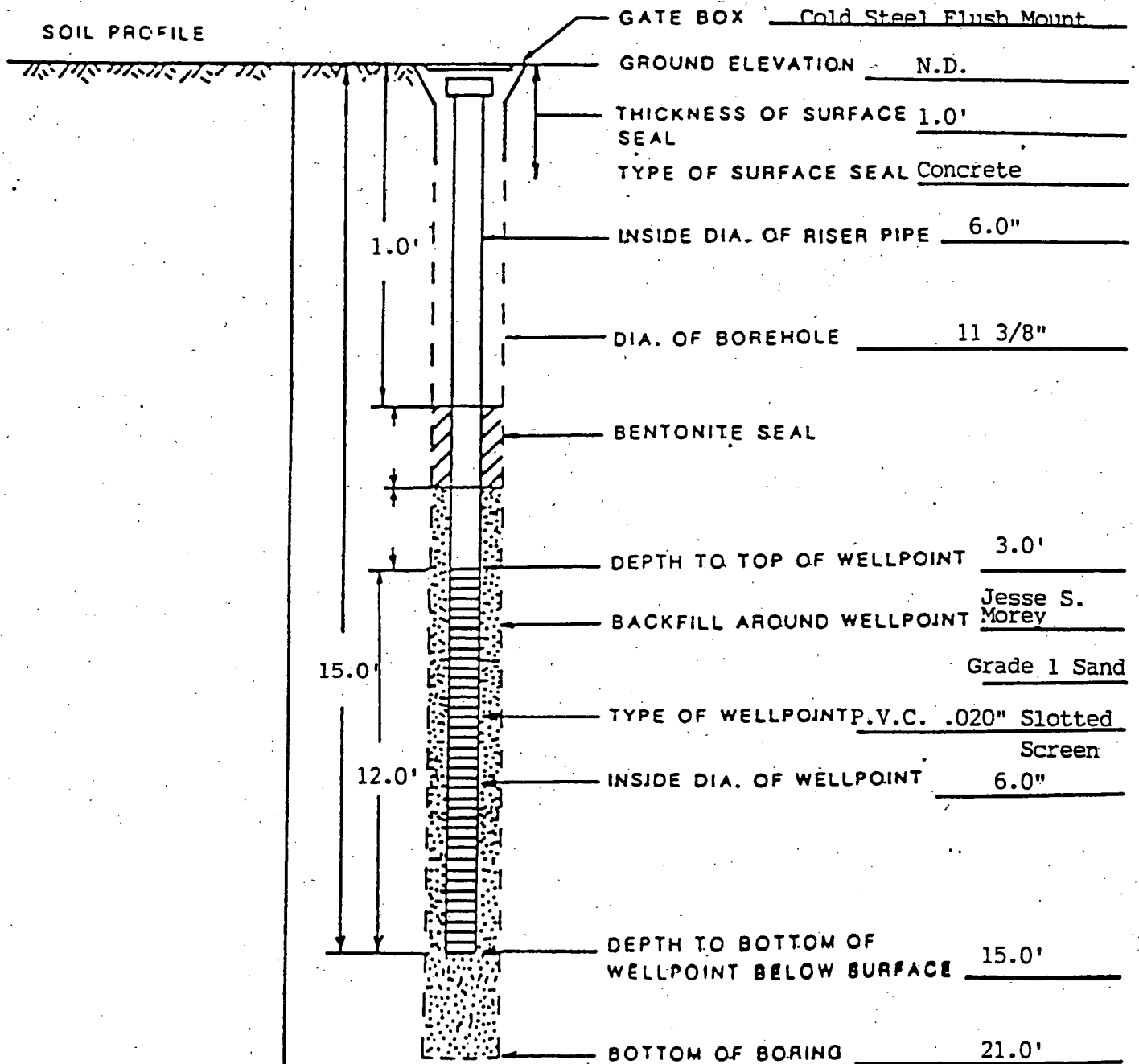
**OBSERVATION WELL INSTALLATION REPORTS**

PROJECT: Time Inc. PROJECT NO. 003  
LOCATION: Lyndhurst, New Jersey  
CONTRACTOR: Warren George Inc.  
DRILLER: V. Gandolfo INSPECTOR: G. Ferguson BORING NO. B-1  
INSTALLATION DATE: December 7, 1987 WELL NO. OW-1



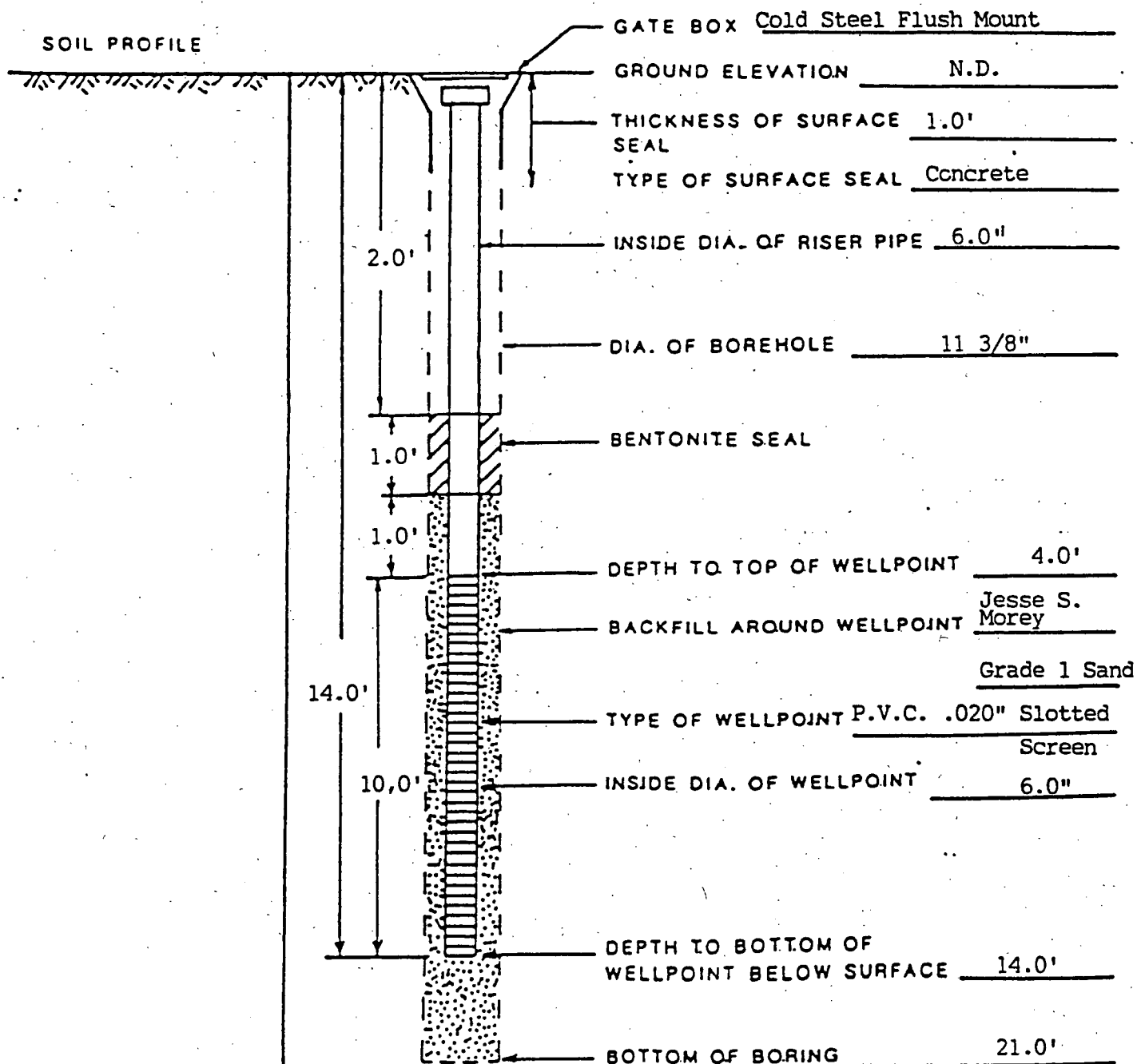
NOT TO SCALE

PROJECT: Time Inc. PROJECT NO. 003  
LOCATION: Lyndhurst, New Jersey  
CONTRACTOR: Warren George Inc.  
DRILLER: V. Gandolfo INSPECTOR: G. Ferguson BORING NO. B-2  
INSTALLATION DATE: December 8, 1987 WELL NO. OW-2



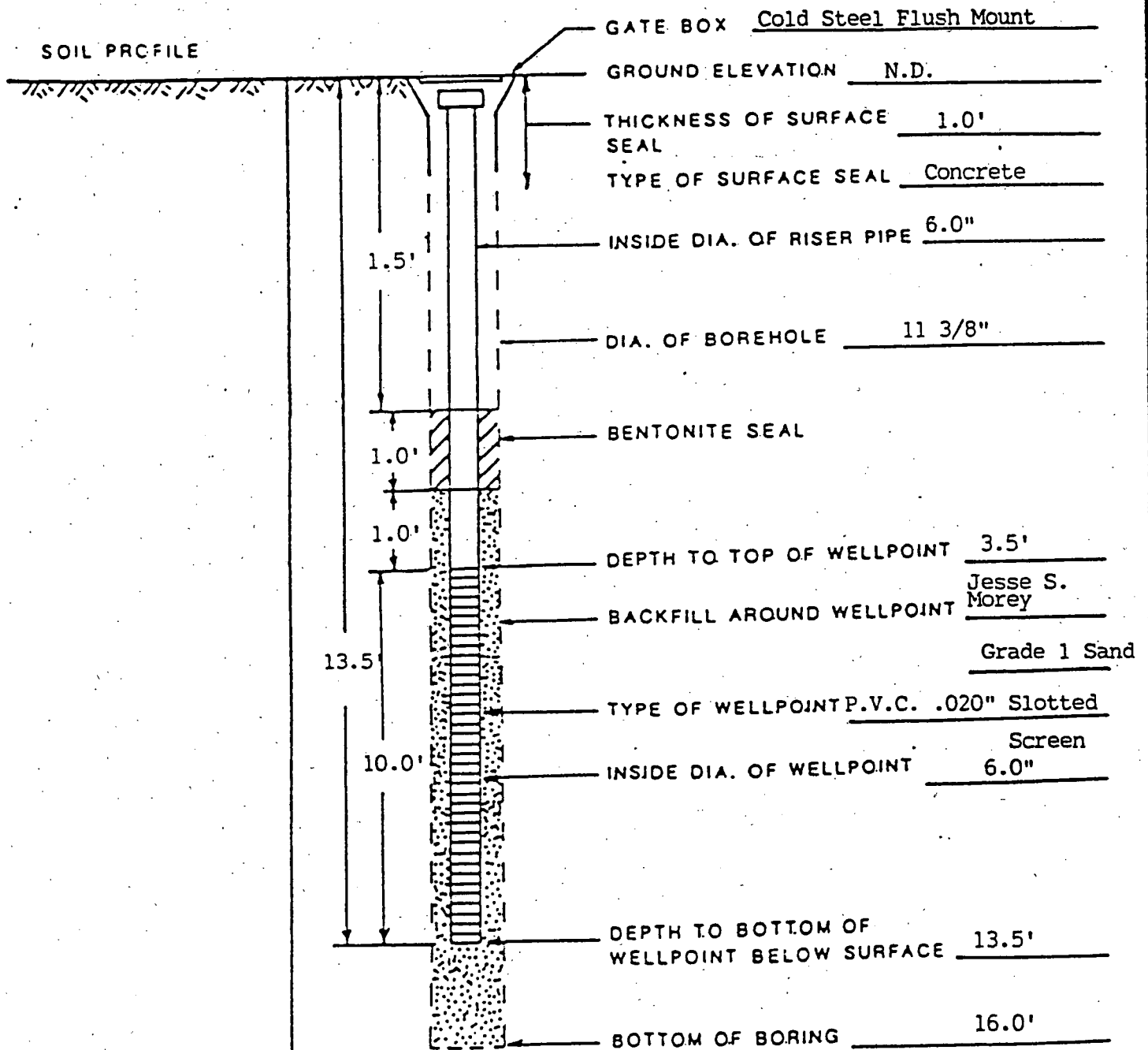
NOT TO SCALE

PROJECT: Time Inc. PROJECT NO. 003  
LOCATION: Lyndhurst, New Jersey  
CONTRACTOR: Warren George Inc.  
DRILLER: V. Gandolfo INSPECTOR: G. Ferguson BORING NO. B-3  
INSTALLATION DATE: December 9, 1987 WELL NO. OW-3



NOT TO SCALE

PROJECT: Time Inc. PROJECT NO. 003  
LOCATION: Lyndhurst, New Jersey  
CONTRACTOR: Warren George Inc.  
DRILLER: V. Gandolfo INSPECTOR: G. Ferguson BORING NO. B-4  
INSTALLATION DATE: December 10, 1987 WELL NO. OW-4



NOT TO SCALE

APPENDIX C

ANALYTICAL METHODS, PROCEDURES,  
AND ORIGINAL DATA

# Clean Harbors

OF NATICK, INC.

## REPORT OF ANALYSIS

Green Environmental, Inc.  
240 Lincoln Street  
Allston, MA 02134

Sample Identification: 871020003

Time, Inc., Lyndhurst, NJ 07071

Date Received: 12/12/87

Attn: Mr. Glenn Ferguson

CENA Lab #: 16607-16610

P. O. #: 003-6233

The samples delivered to our laboratory had the following results:

<u>Sample Identification</u>	<u>Analysis Date</u>	<u>MDL</u>	<u>Oil and Grease</u>	<u>Method Number</u>
Soil sample B-1	12/25/87	0.027%	0.11	503D
Soil sample B-2	12/25/87	0.028%	0.18	503D
Soil sample B-3	12/25/87	0.029%	0.19	503D
Water Composite, OW-1 OW-2, OW-3, OW-4	12/25/87	5.0mg/l	N.D.	503A

This laboratory follows quality assurance/quality control procedures outlined in EPA Publication EPA-600/4-019 "Handbook for Analytical Quality Control in Water and Wastewater Laboratories," March 1979 and specific QA/QC requirements of the procedures listed.

The information contained in this report is to the best of my knowledge, accurate and complete.

Notes: ND=Below minimum detectable level (MDL)

Per/Date: Jeanne Engel

Jeanne Engel

Laboratory Supervisor

\* Results are based on the dry weight of

the sample  
NATICK  
617-555-8863

5 STRATHMORE ROAD • NATICK, MA 01760

BOSTON  
617-431-7942

Client: Green Environmental, Inc.

Sample Station: Water Sample OW-1

Date Received: 12/12/87

CHNA Lab #: 18586-12

Volatile Organics Analysis  
by EPA Method 624

Analysis Date: 12/15/87

<u>Compound</u>	<u>MDL ug/l</u>	<u>Conc. ug/l</u>
Chloromethane	10	ND
Bromomethane	10	ND
Vinyl Chloride	10	ND
Chloroethane	10	ND
Methylene Chloride	5	6
Trichlorofluoromethane	5	ND
1,1 Dichloroethylene	5	ND
1,1 Dichloroethane	5	ND
trans-1,2-Dichloroethylene	5	ND
Chloroform	5	ND
1,2 Dichloroethane	5	ND
1,1,1 Trichloroethane	5	ND
Carbon Tetrachloride	5	ND
Bromodichloromethane	5	ND
1,2 Dichloropropane	5	ND
cis-1,3-Dichloropropylene	5	ND
Trichloroethylene	5	ND
Benzene	5	ND
Dibromochloromethane	5	ND
1,1,2 Trichloroethane	5	ND
trans-1,3-Dichloropropylene	5	ND
2-Chloroethylvinyl ether	10	ND
Bromoform	5	ND
1,1,2,2-Tetrachloroethane	5	ND
Tetrachloroethylene	5	ND
Toluene	5	ND
Chlorobenzene	5	ND
Ethylbenzene	5	ND
1,3 Dichlorobenzene	5	ND
1,2 Dichlorobenzene	5	ND
1,4 Dichlorobenzene	5	ND

QA/QC Surrogate Recoveries:

p-BFB=96%

1,2-Dichloroethane=94%

D-8 Toluene=98%

ND=Below minimum detectable level (MDL)



E

# Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

\* \* \*

**Instructions:** As instructed in Question 16, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
acenaphthene			X
acenaphthylene			X
anthracene			X
aluminum			X
antimony			X
arsenic			X
benz(a)anthracene			X
benzene			X
benzo(a)pyrene			X
benzo(b)fluoranthene			X
benzo(g,h,i)perylene			X
benzo(k)fluoranthene			X
bis(2-ethylhexyl)phthalate			X
butyl benzyl phthalate			X
cadmium			X
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)			X
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)			X
chlorobenzene			X
chloroform			X
chromium			X
chrysene			X
copper			X
cyanide			X
dibenz(a,h)anthracene			X
dichlorobenzene			X
1,2-dichloroethene			X
di-n-butyl phthalate			X
1,2-dichlorobenzene			X
1,2-dichloroethane			X
dieldrin			X
di-n-octyl phthalate			X
ethylbenzene			X
fluoranthene			X

	Yes	No	N/A
fluorene			X
hexachlorobenzene			X
indeno(1,2,3-cd)pyrene			X
lead			X
manganese			X
mercury			X
methylene chloride			X
methyl ethyl ketone			X
methyl mercury			X
2-methylnaphthalene			X
naphthalene			X
nickel			X
pentachlorophenol			X
petroleum hydrocarbons			X
phenanthrene			X
phenol			X
polychlorinated biphenyls (if "yes" please list specific congeners and aroclors on a separate sheet)			X
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not listed on this page)			X
pyrene			X
selenium			X
silver			X
1,1,2,2-tetrachloroethane			X
tetrachloroethylene			X
thallium			X
toluene			X
1,2-trans dichloroethylene			X
1,1,1-trichloroethane			X
trichloroethylene			X
vinyl chloride			X
xylene			X
zinc			X

Dennis P. Duffy  
Name of person completing form

Time Inc.  
Company

1200 Wall Street West,  
Lyndhurst, Bergen County  
New Jersey  
Site (as defined in the "Instructions")

ORRICK, HERRINGTON & SUTCLIFFE LLP  
666 FIFTH AVENUE  
NEW YORK, NEW YORK 10103-0001



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Seth Ausubel  
United States Environmental  
Protection Agency  
290 Broadway, 19th Floor  
New York, New York 10007-1866